REGISTERED No. 61—1871.

The Bombay Gazette.

No. 7,316.—New Series. BOMBAY:—SATURDAY, JULY 20, 1872. Subscription in Advance { For a Year ..... Rs. 42 / For Six Months.. ... Rs. 24 } Including Postage.

THE BOMBAY GAZETTE.

The Rates of Subscription to the *Gazette*, in advance, for Town and Country, are now on the following reduced scale :—

One Year, *in advance*	Rs. 42
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For a Weekly Subscription, in advance, of Rs. 1-8-0, the *Gazette* is now delivered each morning at any address in town, or posted free to any address Up-country.

TERMS FOR ADVERTISEMENTS.

Ten Lines and under—

First insertion	Rs. 5 0
Second do	" 2 8
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Fourth and succeeding insertions	" 0 2½ As.

line, but no Advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion	8 As. per Line.
Second do	4½ " "
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In the Native Language, double the above.

For Advertisements which are to be inserted for a considerable time, special contracts may be made.

Domestic Occurrences : Each—Rupee 1.

All Cheques, Money Orders, and other Remittances, should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

OVERLAND ROUTE.

On Friday, the 28th July, at 3 P.M., from Mazagon.

THE P. & O. Co.'s s. s. ELLORA, (1,727 tons, and 300 H.P., Captain C. Fraser, will LEAVE for SUEZ as above, carrying H. M.'s Mails, also Passengers and Cargo for that Port, Venice, Southampton, &c.

Cargo can also be booked through to Messina, Naples, Leghorn, Genoa, Trieste, Venice, Odessa, Constantinople, Ancona, Marseilles, Havre, Liverpool, London and New York.

No Cargo can be received, on board after sunset on the day previous to sailing.

The Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or Canal, in their own steamers, or in vessels employed for the purpose.

Passengers are requested to send their heavy baggage to Mazagon on the day of the Steamer's departure, before 10 A.M. in order that it may be weighed and labelled previous to shipment.

A small Steamer will leave the New Dock Head at Mazagon at 3 P.M., precisely, on the day of sailing.

GEORGE F. HENRY, Superintendent.

STEAM TO CEYLON, PENANG, STRAITS, CHINA, AND JAPAN.

On Monday, the 29th July, at 3 P.M., from Mazagon.

THE P. and O. Co.'s s. s. CATHAY, (2,723 tons and 450 H.P., Captain R. T. Dundas, will be despatched as above, carrying H. M.'s Mails, and taking also Passengers and Cargo for Madras and Calcutta.

No Cargo will be received on board after sunset on the day previous to sailing, and no brokerage will be allowed on any chest of opium, the officer's receipt for which is not lodged in the Company's office before noon, on Friday, the 26th July.

GEORGE F. HENRY, Superintendent.

STEAM TO LIVERPOOL.

S.S. NEERA.

THE Steam-ship NEERA, 2,200 Tons, 300 Horse Power, C. C. Corbin, Commander, will sail for Liverpool via Suez Canal on or about the 7th August.

RATES OF FARE FOR PASSENGERS.

To LIVERPOOL via CANAL, 1st Class....Rs. 500 } Exclusive of
" SUEZ 1st " .... " 350 } Wines.

For Freight or Passage apply to

STEARNS, HOBART, & Co.

Rampart Row, 6th July 1872.

STEAM COMMUNICATION WITH ITALY.

(VIA SUEZ CANAL.)

ITALIAN STEAM NAVIGATION COMPANY of Messrs. B. RUBATTINO & Co., GENOA. The regular Steamers leave

GENOA on the 24th, and BOMBAY on the 1st of each month.

PASSENGER RATES.

Inclusive of all Transit Fees through the Suez Canal.)

To	1st Class.	2nd Class.	3rd Class.	
Aden	£22	£15		£4
Suez	36	22	Including Wines	8
Port Said	38	25		9-10
Alexandria	39	25		9-10
Messina	50	34		14
Naples	50	34		14
Leghorn	50	34		14
Genoa	50	34		14
Marseilles (Transhipment at Genoa)	52	35	Without Food.	14-10

Children under 3 years, free charge.
Children not above 10 years, half fare.
Next Steamers from Bombay :—

PERSIA, on THURSDAY, 1st August 1872.
INDIA, on SUNDAY, 1st September 1872.

The exact hour of departure will be fixed and published a day two previous to sailing.

For Hand-books of Information, Rates of Freight, &c., apply to

VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 30th September 1871.

THE BUDGET OF INDIA

in a Neat and Convenient Form for Reference.

To be had at the *Bombay Gazette* Office.

FOR SALE,

INDIA TO ENGLAND BY THE LEVANT AND THE DANUBE.

Reprinted from the *Bombay Gazette*.

Price—ONE RUPEE.

May be had at the *Bombay Gazette* Office, and from Messrs. Thacker, Vining & Co.

OILS, PAINTS, COLOURS, & VARNISHES

of the celebrated Brand of
BLUNDELL, SPENCE & CO., London,—England.

Spurious goods being constantly offered in the Bazaars purporting to be ours and bearing fraudulent imitations of our Trade Marks and Labels, Dealers and others are hereby cautioned against trading in same, and Consumers are requested to communicate any complaints to the Undersigned, our Sole Agents in the East.

BLUNDELL, SPENCE & Co.,
Agents HUGH D. FISHER & Co.,
Elphinstone Circle, opposite Custom House.

All goods bear our name with Trade Mark, a Cross in a Garter enclosing 3 Crowns and a Dagger, and can be obtained of all respectable dealers.

BETTS'S CAPSULE PATENTS.

To prevent infringements, notice is hereby given, that Betts's Name is on every Capsule he makes for the principal Merchants in England and France.

thus enabling vendor, purchaser, and consumer not only to identify the genuine Capsule, but likewise the contents of the vessel to which it is applied.

The LORD CHANCELLOR, in his judgment, said that the capsules are not used merely for the purpose of the ornament, but that they are serviceable in protecting the wine from injury, and insuring its genuineness.

Manufactories :—1, Wharf-road, City-road, London, and 2, Bordeaux, France.

PASSENGERS FROM ENGLAND,

Proceeding Up-country,
Can be supplied with
TIFFIN BASKETS

For two, three, or four persons; fitted in various degrees of completeness,

at

Rs. 20; 22-8; 30; 33; 40; 45; 50; 54; 56; and 60;

Dram Flasks; Sandwich Cases;
CORKSCREWS; LEVER KNIVES; CUTLERY;
Air Cushions, Cards and Bezique;
PRESERVED PROVISIONS,
Biscuits, Pies, Sausages, &c., &c.;
WINES; LIQUORS;
Soda and other Aerated Waters,
And
Other requisites for comfort in travelling, by
TREACHER & Co. (Limited).

ADVERTISING AT RAILWAY STATIONS.

THE Proprietor of the "Bombay Gazette" Press having leased (among other privileges) from the Great Indian Peninsula Railway Company, and the Bombay, Baroda, and Central India Railway Company, the exclusive right of advertising at all the Railway Stations belonging to these two Companies, is prepared to contract with parties desirous of posting Notices or Advertisements on the lines.

The announcements may be in English or in any of the Native languages.

The advantages which Railway Stations present as a means of bringing intimations of all kinds before the Public have been demonstrated in England by the extensive use which is made by Advertisers, of every station, great and small, along every line in the United Kingdom.

Insurance Companies, Shipping Companies, Hotel-keepers, Merchants, Traders, and others who wish to force their business on the notice of the Public, all alike value the privilege of Railway Station Advertising.

There is no reason why the privilege should not be also specially valuable to Advertisers in India. Looking to the great and increasing number of Native Railway Passengers on the two trunk lines of Western India, native merchants, traders, &c., seeing that they have the privilege of advertising, in their own language, would find the publication of their announcement at Railway Stations a decided means of extending their business.

And as nearly All Travellers arriving in India now land at Bombay, and proceed by the G. I. P. or B. B. and C. I. Railways to their destination, Placards exhibited at the different Stations on those lines at every day becoming more and more valuable as means of bringing the Advertisers' business to the notice of the Public.

Advertisers can select the Stations, on either line, at which they wish their Placards posted, and may advertise for any period that may be agreed on. The charges have been fixed on an extremely moderate scale to encourage Advertisers to make a liberal use of the new means now offered of making announcements known to the Public.

Placards, according to the taste of Advertisers, may be printed at the "Bombay Gazette" Press.

SALES BY AUCTION.

CRAWFORD AND COMPANY,

3, MARINE STREET, BOMBAY.

USUAL AUCTION SALE.

On MONDAY next, the 22nd inst., at 2 P.M., Messrs. CRAWFORD and Co. will sell by Public Auction, at their Rooms—

10 Bales Grey Shirtings.
5 Cases Prints.
6 ditto T. Red Prints.
10 ditto Blue, Orange and White Prints.
4 ditto Grey Dhoties.

AT 2 P.M.

A Shigram Horse and Harness, complete.
A serviceable self-driving Phaeton.

CRAWFORD & Co.

Bombay, 20th July 1872.

SADANUND SHREECRISTNAJEE & CO.

SALE OF LANDED PROPERTY.

THIS DAY, SATURDAY, the 20th instant, Messrs. S. SHREECRISTNAJEE and Co. will sell by Public Auction, at the premises, at 4 P.M., by order of the mortgagees Vaga Jeewa, Munroop Jeewa and Leila Newajee and on account and at the risk of mortgagors Govind Bhyter, Crustna Bhyter, and Jankeebai widow of the late Crustna Bhyter.

All that piece or parcel of Government land or ground with the messuage, tenement, or dwelling-house standing thereon, situate at 12th Cumatepoora Street in the sub-district of Mazagon, assessed by the Collector of Assessment under No. 5, and registered in the Books of Collector of Land Revenue under No. 3,261 admeasuring 67 square yards and bounded as follows : on the east by the house of Peeljee Soobadar, on the west by the house of Sunkia Dawsukur, on the north by the 13th Cumatepoora Public Street, and on the south by the Municipal Commissioner's Stable.

SALE OF LANDED PROPERTY AT 13 CAMATEEPOORA STREET.

THIS DAY, SATURDAY, the 20th instant, Messrs. S. SHREECRISTNAJEE and Co. will sell by Public Auction, at the premises, at 4 P.M., by order of mortgagee Mrs. E. Hannah, and on account and at the risk of mortgagors Essoo Paddoo, Ambaee, wife of Shabajee, and Shabajee Harkoo :—

All that piece or parcel of Government assurance land or ground, with the messuage, tenement or dwelling-house situate at 13th Camateepoora Street, assessed by the Collector of Assessment under No. 34 and by the Collector of Land Revenue under Nos. 15 and 8, containing 41-3-0 square yards and 73 square yards, in the sub-district of Mazagon, and bounded on the east by the house of Gonsuve Bhickajee, on the west by the house of Bhagoo Mukoon da Mang, on the north by the public passage, and on the south by the property of Essee, widow.

S. SHREECRISTNAJEE & Co.

Bombay, 20th July 1872.

NEW ADVERTISEMENTS.

THE BOMBAY GUN CLUB will meet THIS AFTERNOON for PRACTICE at COLABA, at 4 o'clock.

NOTICE.—TENDERS are invited for the CONSTRUCTION of a MASONRY BRIDGE of seven Arches sixty feet Span each, across the Moota River at Poona.

Plans and Specifications can be seen at the Executive Engineer's Office, Poona and Kirkee, up to the 5th August 1872, inclusive, the latest date for the receipt of tenders.

A. U. H. FINCH, Lieut.-Col., R.E.,
Acting Executive Engineer, P. & K.

Poona, 18th July 1872.

PURSUANT to Act XXVIII. of 1866 of the Legislative Council of India, entitled, the Trustees' and Mortgagees' Powers Act, 1866, NOTICE is hereby given, that all persons being Creditors of, or otherwise having Claims against, the Estate of GEORGE DAVEY, late of Lanowlee, near Poona, in the Presidency of Bombay, a Fitter in the employ of the G. I. P. Railway Company, who died at Lanowlee, aforesaid, on the 19th day of July 1871, Letters of Administration with Will annexed to whose Estate and Effects were on the 16th day of July 1872 granted by the High Court of Judicature at Bombay to CHARLES FEILLE of Bombay, Gentleman, are required on or before the 19th day of August 1872 to send to Messrs. HEARN, CLEVELAND, and FEILLE, Attorneys to the said Administrator, at their Office, Graham's Buildings, Parsee Bazaar Street, the particulars of their Claims upon or against the said Estate, and that at the expiration of such last mentioned period the said Administrator will proceed to distribute the whole of the Assets of the said deceased in accordance with the said Will, having regard to the Claims of which he shall then have notice and no other.

All persons indebted to the said Estate, or having property of the said deceased in their hands, are hereby required to pay or account for such debts or property to the said Administrator without delay.—Dated this 19th day of July 1872.

HEARN, CLEVELAND, & FEILE,
Attorneys, Bombay.

NOTICE is hereby given, that by the direction of JEEVA ANUNDA, FOOLA JEEVA, and ASHLA TOKUR, trading under the Name and Firm of JEEVA ANUNDA, the surviving Mortgagees of the property hereafter mentioned, under an Indenture dated the Eleventh day of October, One Thousand Eight Hundred and Seventy-one, made between MUNGESH RUGOONATH SENOY of the one part, and the abovenamed parties, and HUCKMA UZBA, since deceased, of the other part, the said property will be put up by Messrs. CRAWFORD and Co. COMPANY for SALE at PUBLIC AUCTION on WEDNESDAY, the Seventh day of August next, under and by virtue of the Power of Sale contained in the said Indenture.

DESCRIPTION OF PROPERTY.

All that piece or parcel of Government LAND or GROUND, with the messuage, tenement, or dwelling-house, situate at Lohar Chawl Street, without the Fort of Bombay, fronting on the north side of the said Lohar Chawl Street, in the sub-district of Mandvee, and registered by the Collector of Land Revenue under No. 1167, and assessed by the Collector of Municipality under No. 1171, containing by admeasurement one hundred and eighty-eight and one-half square yards or thereabouts, and bounded on the east, west, and south by the properties of Ramjee Dhurmsey, and on the north by the said Lohar Chawl Street, and formerly occupied by the late Rugoonath Shamoo Senoy and lately by the said Mungesh Rugoonath Senoy, and which property is subject to a prior mortgage to secure the repayment of Rupees Three Thousand and Interest to one Sitaram Govind Demarty under an indenture dated the Second Day of January, One Thousand Eight Hundred and Sixty-nine. All persons having any Claim against the abovementioned premises, either by way of mortgage, sale, inheritance or otherwise, are hereby required to make the same known, in writing, to the Undersigned, at their Office, No. 20, Marine Street, Fort, within fourteen days from the date hereof, otherwise the sale will be completed without regard to any such Claim.—Bombay, dated this 19th day of July 1872.

THACKER AND CHALK,
Solicitors for the Mortgagees.

IN the HIGH COURT of JUDICATURE at BOMBAY.—Ordinary Original Civil Jurisdiction.

Suit No. 655 of 1868.

SHA VUKHUTCHUND LUCKMICHUND, Executor of the last Will and Testament of PARVUTEEBAI, Hindoo widow, late of Bombay, deceased, Hindoo, residing at Bhooleshwur Street, outside the Fort, in the Island of Bombay .....Plaintiff.

vs.

The Hon'ble LYTTELTON HOLYOAKE BAYLEY, Her Majesty's Advocate General at Bombay, residing at Mainbar Hill, outside the Fort, in the Island of Bombay, VALLABHOY LULLUBHOY, Hindoo, residing at Bhoewadá Street, and VIZIALI GOCULDASS, also Hindoo, residing at the same Street, in the Island of Bombay ; and ORAH ABDOOL RAHIM MALLICKJEE, of Bombay, Mahomedan inhabitant, residing at Bhoosarimulla, outside the Fort, in Bombay, aforesaid .....Defendants.

Pursuant to the Orders made in the above Suit, dated respectively the 2nd day of February 1869, the 11th day of September 1871, the 6th day of November 1871, the 5th day of February 1872, and the 25th day of April 1872, the following IMMOVEABLE PROPERTIES will be SOLD by PUBLIC AUCTION, before CHARLES PHILIP COOPER, Esq., Acting Commissioner of the High Court of Bombay, at his Office in the Court House, on WEDNESDAY, the 14th day of August 1872, at the hour of 3 o'clock in the afternoon.

Lot 1.

All the estate and interest of the abovenamed Vukhutchund Luckmichund, executor of the said Parvutibace, deceased, the Hon'ble the Advocate General, and Orah Abdool Rahim Mullickjee, or any of them, in all that piece or parcel of land, with the messuage building thereon standing, with the appurtenances, situate on the east side of Borah Bazar Street, within the Fort of Bombay, in the sub-district of Fort and Colaba, containing by admeasurement seventy-seven and six-ninths of a square yard or thereabouts, subject to the annual payment of quit and ground rent, amounting to Rs. 1-8-10, payable to the Government of Bombay, assessed by the Collector of Land Revenue under No. 580 and by the Collector of Municipal Taxes under No. 66, and bounded as follows :—On the north by the house of Dwarkadass Visoonjee, on the south by the house of Jones Nasr Dhurmsey, on the east by the house of Vukhutchund Luckmichund, and on the west by the said Borah Bazar Street, and which said land, messuage, and building are now and have been for some years past in the occupation of Kossowjee Nursey and others.

Lot 2.

All the estate and interest of the above named Vukhutchund Luckmichund, execu or of Parvatibace, deceased, the Hon'ble the Advocate General, and Orah Abdool Rahim Mullickjee, or any of them, in all that piece or parcel of land, with the messuage building thereon standing, with the appurtenances, situate on the east side of the Bazar Gate Street, in the sub-district of Fort and Colaba, containing by admeasurement 164 and five-ninths of a square yard or thereabouts, subject to the annual payment of quit and ground rent, amounting to Rs. 2-7-6, payable to the Government of Bombay, assessed by the Collector of Land Revenue under No. 579 and by the Collector of Municipal Taxes under No. 55, and bounded as follows : that is to say, on or towards the north by the house of Vallavuwoo, widow of Vusonji e Jewraz, deceased, on or towards the south by the house of Thacker Topee Khetsee, on or towards the east by Bazar Gate Street, on or towards the west by the houses of Vukhutchund Luckmichund and Josee Naza Dhurrumsey, and which said land, messuage, and buildings are now and have been for some years past in the occupation of the tenants of the said Vukutchund Luckmichund.

For further particulars and conditions of sale application may be made at the Office of the said Acting Commissioner ; and at the Office of Messrs. HEARN, CLEVELAND, and PEILE, Attorneys for the Defendant, the Hon'ble the Advocate General, Graham's Buildings, Parsee Bazar Street, Fort ; and at the Office of Messrs. MACFARLANE and SKIPSEY, Attorneys for the abovenamed Defendants, Vallabhoy Lullubhoy and Vizali Gocouldass, No. 5, Apollo Street ; and at the Office of Mr. H. E. HOPE, Attorney for the abovenamed Defendant, Abdool Rahim Mullickjee.—Dated this 11th day of July 1872.

C. P. COOPER,
Acting Commissioner.

DOMESTIC SURGICAL APPLIANCES

FOR

MUSCULAR AND OTHER WEAKNESS.

ELASTIC GOODS.

ELASTIC SILK STOCKINGS ; SOCKS ; KNEE-CAPS LEGGINGS ; ANKLETS ; AND THIGH PIECES.

Attention is directed to the superior quality and durability of these goods, which are made expressly for the Company.

BANDAGES, BELTS, &c.,

ABDOMINAL BELTS for Ladies, of very superior manufacture.
OBSTETRIC BINDERS for use after accouchement.
UMBILICAL BANDS for Children.
CALICO, ELASTIC COTTON NET, AND FLANNEL BANDAGES.
FLANNEL CHOLERA BELTS.
PATENT SURGICAL BANDAGES, of various widths, recommended by Sir W. Ferguson, Sir Ranald Martin, Barnard Holt, Esq., and other eminent Surgeons.

TRUSSES.

TRUSSES for INGUINAL and UMBILICAL HERNIA, and also for the various forms of PROLAPSE, by special makers.

The Company's app oved Trusses are manufactured of the best materials, and being made in conformity with the anatomical structure of the body, afford an uniform and effectual pressure. The large and frequently renewed stock ensures that perfection of adjustment which is so essential to the comfort of the patient.

Surgical Instruments and Appliances of every description on sale at the Pharmacy Departments of

TREACHER & Co., Limited,
BOMBAY AND POONA.

NEW ADVERTISEMENTS.

THE DELHI AND LONDON BANK (Limited) grants LOANS and CASH CREDITS on approved PERSONAL and other SECURITIES on the usual Terms.

Loans on Personal Securities, repayable by Monthly Instalments, must be covered by a Life Policy.

For further particulars apply to the MANAGER at DELHI.

IN the HIGH COURT of JUDICATURE at BOMBAY.

In the matter of the Indian Companies' Act 1866, and of the EASTERN FINANCIAL ASSOCIATION, Limited (in Liquidation).

NUSSERWANJEE ARDASEER WADIA, Official Liquidator .....Petitioner.
KESSOWJEE NAIQUE and others .....Petitioners.

NOTICE is hereby given, that the hearing of the two Petitions filed in the above matter, as already notified, has been adjourned from the 18th day of July, instant, the day by adjournment fixed for the hearing thereof, unto FRIDAY, the 2nd day of August next, on which day the said two Petitions will come on for hearing before Mr. JUSTICE BAYLEY in the First Division Court.—Dated this 18th day of July 1872.

HEARN, CLEVELAND, AND PEILE,
Solicitors in this matter for the said Official Liquidator.

NOTICES.

MONSOON SEASON.

ASQUITH AND COMPANY,
SHIRT-MAKERS,
HOSIERS, AND GENERAL OUTFITTERS,

CALL special attention to their new and well-selected STOCK for the PRESENT SEASON.

LIBERAL REDUCTIONS FOR CASH.

SHIRTS.

NEW AND CHOICE MATERIALS SPECIALLY MANUFACTURED FOR ASQUITH & CO.

	Cash. Rs. a.	Credit. Rs. a.
Oxford Cloth, shrinkless, cool, and absorbing	36	42 0
Silk and Wool, thoroughly shrunk	52	0 58 0
Wove Flannel do. do.	49	0 56 0
Spun Silk, neat striped patterns	67	0 75
French Printed, with Collars attached	28	0 31
Printed Cambric, a strong Shirt for Mofussil Wear	22	8 25
Longcloth do. do.	22	8 25 8
Best White Shirts, Linen Fronts, &c.	28	0 31 0
Dress Shirts from each	7	8 8 0

A large supply of the above always in Stock. Patterns and Instructions for Self-measurement sent on application.

SLEEPING SUITS FOR THE RAINS

	Cash. Rs. a.	Credit. Rs. a.
The Celebrated Oxford Cloth	10	0 11 8
Silk and Wool, thoroughly shrunk	17	8 19 8
Wove Flannel do. do.	17	0 19 0
Spun Silk	23	0 26 0

ASQUITH AND COMPANY.

SUPERIOR ENGLISH HOSIERY.

	Cash. Rs. a.	Credit. Rs. a.
Gent's Fine Cotton Socks per doz.	11	12 8
" Fancy Colours "	12	8 14 0
" Neat Stripes "	12	8 14 0
" Super Fancy Stripes "	16	0 18 8
" Balbriggan "	18	0 20 0
" Lisle Thread "	21	0 24 0
Gent's Pure Merino Socks	16	0 18 0
" Fine Ribbed, plain Colours	16	8 18 8
" Super Fancy Colours	18	0 20 0
Knickerbockers ; Fine Ribbed per pair	4	12 5 8
for Stout "	5	12 6 8
Sportsmen } Best quality "		
Bathing Drawers per pair	2	0 2 4
BANIANS { Pure Merino half doz.	19	0 21 0
Super " "	24	27 0
Silk and Merino "	30	0 35 0

ASQUITH AND COMPANY.

FELT HATS.

A FRESH SUPPLY OF THE NEWEST SHAPES JUST RECEIVED.

	Cash. Rs. a.	Credit. Rs. a.
Isis, Blenheim, Napier, Cambridge, Soft Crowns, each	6	8 7 8
Worthing, Egerton, Isis, Cork and Merino, Hard Crowns, each	6	8 7 8

ASQUITH AND COMPANY.

TAILORING AND OUTFITTING DEPARTMENT,

UNDER THE CAREFUL SUPERINTENDENCE OF AN EXPERIENCED CUTTER.

India Tweed Suits. The material manufactured expressly for A. & Co., and now universally worn in India.

	Cash. Rs. a.	Credit. Rs. a.
D. B. Coat and Trousers	27	0 31 0
Angola Trousers from per pair	11	0 12 8
Bedford Cord Riding Trousers	23	0 26 0
Do. Breeches	23	0 26 0
Linen Drills, in great variety from per pair	9	0 10 0
American Drill 6 pairs for	33	0 38 0
Blue Serge Suits	27	0 31 0
Morning Coats from	29	0 32 0
Best Dress Suits	85	0 93 0

ASQUITH & CO.'S CELEBRATED READY-MADE KIT.

Suitable for Overland Passengers and Travellers passing through Bombay. A great assortment can always be seen at the above Establishment.

MOFUSSIL ORDERS

RECEIVE IMMEDIATE ATTENTION AND DESPATCH

CATALOGUES AND INSTRUCTIONS FOR SELF-MEASUREMENT SENT ON APPLICATION.

ASQUITH AND COMPANY,
INDIAN HOSIERS AND OUTFITTERS,
22, Apollo Street, Bombay.

WM. WATSON AND CO.,
GENERAL AGENTS,
23, APOLLO STREET, FORT,
BOMBAY.

KEROSINE OIL STREET LAMPS.—At the suggestion of Municipalities and other large buyers, we have REDUCED the PRICE of VICTORIA and WASHINGTON STREET LAMPS to Rs. 20 and Rs 15 respectively, and the internal parts of Victoria Street Lamps to Rs. 7.

We have on sale best refined KEROSINE OIL, TOBACCO, and other AMERICAN IMPORTS.

FARNHAM & Co.

DR. A. FITZPATRICK,
SURGEON DENTIST,
(LATE OF CALCUTTA,)

BEGS to inform the Nobility and Gentry of Bombay that he has been induced to begin Practice in this City, and can be consulted daily from 10 A.M. to 5 P.M. at his Office, No. 12, Rampart Row, opposite the Esplanade Hotel.

NOTICE.

MR. A. GABRIEL, compelled by ill-health to leave Bombay, has much pleasure in informing his Friends and Patients that, awaiting himself of Dr. Fitzpatrick's arrival in Bombay, he has made arrangements with that well-known Gentleman to take over his Practice.

ADAMS'S PATENT C. F. BREECH-LOADING REVOLVERS, as exclusively adopted by H. M. War Department. Re-rints of Special Articles from the *Times*, *Engineer*, *Daily Telegraph*, *Pall Mall Gazette*, &c., on competitive trials of this Revolver, with price lists, can be obtained on application to JOHN ADAMS, at the Factory and Depot, THE SOLE ADDRESS,

301, STRAND, LONDON, W. C.

Breech-loading Guns, Rifles, with all necessary Appurtenances.

DINNEFORD'S FLUID MAGNESIA.

The best remedy for
ACIDITY OF THE STOMACH, HEARTBURN, HEADACHE, GOUT, AND INDIGESTION,

And the best mild aperient for delicate constitutions, especially adapted for Ladies, Children, and Infants, and for *regular* use in Warm Climates.

DINNEFORD & CO.,
CHEMISTS, LONDON.

And of Druggists and Storekeepers throughout the world.

N.B.—Ask for DINNEFORD'S MAGNESIA, and use DINNEFORD'S Friction Gloves and Belts.

Agents—TREACHER & Co., Bombay, Poona, and Byculla.

KEATING'S COUGH LOZENGES.

UPWARDS OF FIFTY YEARS' experience has fully confirmed the superior reputation of these Lozenges, in the cure of ASTHMA, WINTER COUGH, HOARSENESS, SHORTNESS of BREATH, and other PULMONARY MALADIES

KEATING'S WORM TABLETS.

A PURELY VEGETABLE SWEETMEAT, both in appearance and taste, furnishing a most agreeable method of administering a well-known remedy for INTESTINAL or THREAD WORMS, and is especially adapted for children.

KEATING'S PERSIAN INSECT-DESTROYING POWDER.

Quite harmless to animals, but effectually destroys every species of insect in all stages of metamorphosis.

Sold in packets, tins, and bottles of various sizes by all Chemists and Druggists.

BENTON AND JOHNSON,
MANUFACTURERS OF
GOLD AND SILVER THREAD
of every description for the
INDIA AND CHINA MARKETS,

Gold, Silver, and Tinsel Twists—Braids—Bullions, &c., &c., for Embroidering.

63, KING'S CROSS ROAD,
LONDON.

GOLD LEAF, BEST QUALITY, 45s. per 1,000.

NOTICES.

SIR COWASJEE JEHANGHIER STATUE FUND.—SUBSCRIPTIONS to the above FUND will be received at the New Bank of Bombay, Limited.

DOSABHOY FRAMJEE,
Honorary Secretary.

WE have THIS DAY established ourselves here as GENERAL MERCHANTS and COMMISSION AGENTS.

HUGH D. FISHER & Co.

Elphinstone Circle, opposite to the Custom House,
Bombay, 1st July 1872.

BOMBAY FIRE INSURANCE COMPANY (Limited).—The above Company is prepared to EFFECT INSURANCES on the most favourable terms current in Bombay, and in addition return Insurers 5 per cent. of the Premiums on Yearly Policies, and 2½ per cent. of the Premiums on Policies for Shorter Periods.

FORBES & Co.,
Secretaries and Managers.

ROYAL BANK of INDIA (in Liquidation).—NOTICE.—A MEETING of the SHARHOLDERS of the ROYAL BANK of INDIA (in Liquidation) will be HELD at the Bank's Office, No. 3, Dean Lane, on FRIDAY, the 26th instant, at 3 P.M., to receive the Liquidators' Accounts up to 20th June last, and to decide how the remaining Assets of the Bank shall be dealt with.

SADANUND BALCRISHNA,
Manager to the Liquidators.

Bombay, 11th July 1872.

THE LAND MORTGAGE BANK of INDIA (Limited) are prepared to SELL, at a Sacrifice, shortly to meet the views of Investors, the undermentioned PROPERTY :—

At Bombay.

A piece of Ground measuring 20,412 square yards, together with the partially built bungalow, out-houses, fruit trees, &c., standing thereon, situate on the sea side at Breach Candy.

If desired, a portion of the purchase money may remain on mortgage for a time at a moderate rate of Interest, or arrangements can be made for payment by as many as TEN ANNUAL INSTALMENTS.

For further particulars apply at the Bank's Office in Bombay.

BOMBAY OMNIBUS COMPANY,
Khetwady Road, No. 141.

CARRIAGES of all description, with or without Horses ; also SINGLE HORSES and PAIRS, may be HIRED at a MODERATE CHARGE. Agreement made by the month at reduced rates. Horses shod under the supervision of a practical Farrier. Orders will be received at the Premises, Khetwady, by Mr. BURDETT, Manager, or at No. 2, Ash Lane, Fort.

FOR CHARGES, SEE CARD CIRCULARS.

FOR SALE, One MAIL PHAETON and Pair of young Australian HORSES.

THE TELEGRAPH DESPATCH AND INTELLIGENCE COMPANY, LIMITED, with which is incorporated THE LOMBARD TELEGRAPHIC NEWS AGENCY.

Chief Offices : 2, ROYAL EXCHANGE BUILDINGS, LONDON.

PASSENGERS' TELEGRAMS.

Passengers can Telegraph their arrival at Home, together with any Casualty, Birth, or Death arising on the Voyage, to their Friends in India, upon pre-payment of the following Rates, and Registering their Names, either at the Company's Offices (as above) or to their Authorised Agents at Southampton, Liverpool, &c. :—

FOR A MESSAGE TO

	Per doz. Qts. Rs. a.	Pts. Rs. a.
BOMBAY		10 8
CALCUTTA		10 8
MADRAS		10 8
CEYLON, AND ALL PARTS OF INDIA		12 0

AGENTS.

NEW YORK—The Wall Street Financial and Commercial Bureau.

CALCUTTA.—Messrs. J.T. Livermore & Co., 4, Wellesley Place.

BOMBAY.—Office, 5, Armenian Lane.

Other Ports will shortly be announced.

TO THE DIRECTORS OF THE MAZAGON LAND COMPANY (Limited), BOMBAY.

GENTLEMEN,—We, the Undersigned Shareholders of the Mazagon Land Company (Limited), holding in the aggregate not less than 200 shares in the Company, are of opinion that the Company cannot work satisfactorily under its Memorandum of Association, which as at present constituted excludes many legitimate objects to which the Capital of the Company might be directed with advantage. We are, however, advised that the present Memorandum cannot be legally altered, and that the only mode of accomplishing our views would be to formally wind up the present Company and assign its business to a new Company, which should be formed under a Memorandum comprehending the desired objects. We beg to forward herewith a copy of the Memorandum of Association under which the new Company should be formed. The past history of the Company's working of the Company has shown us that the Company's surplus Capital has been used with very little advantage. The interest on authorised Capital not required for the business of the Capital should now be utilised to the best advantage, and the New Company provides many means consistent with the safety of the Shareholders by which this end may be attained.

We therefore request that you will, under clause 51 of the Articles of Association of the Company, convene an Extraordinary General Meeting of the Company within one month from the date of the receipt hereof to consider and pass the following resolutions :—

I. That the Mazagon Land Company (Limited) be wound up voluntarily.

II. That the Liquidator hereafter to be appointed be, and he is hereby authorised to sell and transfer the business and property of the Mazagon Land Company, Limited, to "The New Mazagon Land Company, Limited," at such Company having a Capital of Rs. 33 lacs, divided into 33,000 Shares of Rs. 2,000 each, in consideration of receiving for such transfer for the purpose of distribution amongst the Shareholders of the Mazagon Land Company, Limited, one fully paid up share in the "New Mazagon Land Company, Limited," for every one share of the Mazagon Land Company, Limited, issued to the public, and the debts and liabilities of the Mazagon Land Company, Limited.—We have the honour to be, &c.,

(Sd.) VURJEEVUNDASS MADOWDASS,
" NURROTUMDASS MADOWDASS,
" BHASKER MANICKJEE,
" TRIBHOOVUNDASS NATHOOBHOY,
" JEFFERBHOY THARIA,
" and 21 others.

Bombay, 20th June 1872.

NOTICE.—Agreeably to the above Requisition an EXTRAORDINARY GENERAL MEETING of the SHAREHOLDERS of the MAZAGON LAND COMPANY (Limited) will be held at the Registered Office of the Company, No. 1, Hornby Row, on THURSDAY, the 25th day of July 1872, at 2 P.M., to consider the Resolutions submitted by certain Requisitionists for winding up the present Company, and for the transfer of its assets and liabilities to a New Company to be formed. The Memorandum referred to in the Requisition is lying at the Company's office for inspection of the Shareholders, and printed copies of the same have been forwarded to the Shareholders at their registered addresses.

The Transfer Books will be closed on the 24th and 25th instant —Dated this 15th day of July 1872.

By Order of the Board of Directors,
RAMCHANDRA HEMRAJ, Secretary.

IN the HIGH COURT of JUDICATURE at BOMBAY.—Ordinary Original Civil Jurisdiction.

Suit No. 200 of 1870.

SHREE JEEWAN LALJEE GOVERDHUNJEE MAHARAJ, Hindoo, residing in Third Bhoywada Street, in Bombay, and carrying on business of a Banker in Bombay by means of his Moonim and Manager, NARRONBHOY LUCKMIDAS, Hindoo, residing in Third Bhoywada Street, in Bombay .....Plaintiff.

vs.

VUSSONJEE RUNCHORDAS, a Merchant, residing in Holee Chuckla Street, within the Fort, in Bombay, an Insolvent ; HENRY GAMBLE, Esq., Official Assignee and Assignee of the Estate and Effects of the said Insolvent VUSSONJEE RUNCHORDAS ; and DAMODHUR RUNCHORDAS, a Hindoo Infant under the age of sixteen years, and residing in Holee Chuckla Street, within the Fort, in Bombay .....Defendants.

Pursuant to the Decree made in the above Suit, and bearing date the 15th day of January 1871, the following IMMOVEABLE PROPERTIES will be SOLD by PUBLIC AUCTION in ONE LOT, before C. P. COOPER, Esq., Acting Commissioner of this Honourable Court, at his Office, in the Court House, on WEDNESDAY, the 31st day of July 1872, at the hour of three in the afternoon—

All the Estate and Interest of the abovenamed Shree Jeewan Laljee Goverdhun Maharaj, and Vussonjee Runchordass, an Insolvent, Henry G

COMMERCIAL INTELLIGENCE.

SHARE MARKET.

FRIDAY AFTERNOON.

MARKET continue steady. Government Paper unchanged.

GREAT INDIAN PENINSULA RAILWAY.

Statement of Traffic, Week ending 13th July 1872.

Open 1,266| Miles.	Rs. a. p.
Coaching	71,705 11 3
Merchandize	1,14,365 3 2
Electric Telegraph	541 6 6
Earth Trains	617 8 0
Total Rs.	1,87,290 12 11
Corresponding week days last year open 1,266| miles ...Total Rs	2,80,499 13 0
Decrease Rs.	93,209 0 1

CALCUTTA.—15TH JULY.

The following transactions were reported:—

In Government Securities.—
4 per cents. at Rs. 103-6, and one lot at Rs. 101-8.
6 per cent. Municipal Debentures of 1864, as Rs. 113-8, of 1865 at Rs. 113-12, and of 1866 at Rs. 114-2.

In shares—
Bank of Bengal shares at Rs. 1,435 and 1,440.
Agra Bank shares at Rs. 96.
Allahabad Bank shares at Rs. 116.
National Bank shares, at Rs. 114 and 115.

The *Englishman's* money article of Monday evening says—The position of the market is without change. Plenty of accommodation available, but for the present the demand is terribly slack.—The Bank of Bengal rate has been reduced one-half per cent., which, without the issue of the weekly report, must be taken as further indicative of a decline in business, and a desire to check it. Money is, however, still available outside on such very low terms, that although this may be considered a step in the right direction, if the Bank wishes to retain its proper position in the market, it must drop the antiquated system of sustaining its rates of one to two per cent. above what other institutions are prepared to do business at. The general business both in exports and imports continues dull, but the arrival of the jute crop, and the opening of the rivers, will, no doubt, have a tendency to improve the position of the former shortly.

SHIPPING.

DAILY FREIGHT REPORT—19TH JULY.

London..	Cotton	No ship.
	Cases	
	Seeds	
Liverpool	Iron Ships Cotton	£2 0s. 0d.
	Wooden Ships "	£2 17s. 6d.
	Myrabolms & Coir bdls	£1 17s. 6d.
	Seeds	£1 10s. 0d.
Havre ...	Cotton	No ship.
	Coffee	
Overland...Steamers		£2 10s. 0d. to £2 13s. 6d.
Liverpool via Suez Canal		£2 7s. 6d. to £2 10s. 0d.
China ...	Steamer Cotton	Rs. 7 to 8 per bale.
	Opium	Rs. 25 to 30 per chest
	Sailing Ships	Rs. 4½ per bale nominal
Calcutta ...Salt		Rs. 4 0 0 per ton
Calcutta to Bombay		Rs. 17 and Calcutta Port charges.
Mauritius		Nothing doing.

ARRIVAL.

July	Vessel.	Commander.	From
19	Kurrachee (s)	Avern	Kurrachee, July 17.

DEPARTURES.

July	Vessel.	Commander.	Destination.
19	Simla (s)	Tomlin	Aden and Suez.
	Hooghly	Morley	Calcutta.

The following vessels obtained their port clearances yesterday:—
Steamer Atalanta, Mathews, to Liverpool.
Barque Charles Augusta, Gorral, to Point de Galle.

HOOGHLY.

ARRIVALS.

July		
16	Penang (s) ...Beltrod ...Moulmein, July 8.	
	Wiltshire ...Davison ... —April 13.	
	Governor Langdon ..Kenny ...Boston, Feb. 26.	

DAILY IMPORTS.—18TH JULY.

FROM LIVERPOOL.

Derby (s), 5 cases portwine, Jamsetjee Nowrojee.

FROM LONDON.

Ægean (s), 7 cases oilmanstores, Ritchie, Steuart & Co.; 1 case paper, F. D. Fisher & Co.; 2 cases medicine, Manockehmd Khoosal; 2 cases soap, Hajee Oomur Tyeb; 160 cases champayne and 50 cases claret, C. A. Ross & Co.; 10 cases iron horse nails, Tyabjee Adumjee.; 3 cases glassware, Theodar Kamset; 50 cases papers, Narayen Sewjee; 100 casks beer, Sorabjee Rustomjee; 17 cases oilmanstores, W. Watson & Co.; 300 casks beer, Dinshaw Sorabjee & Co.

Ada (s), 50 cases yellow metal sheets and 2,118 cakes spelter, Thomas Stuart & Co.

19TH JULY.

FROM LONDON.

Ægean (s), 10 cases litho stones and 1 case paper, Cajee Ebram Noor Mahomed; 9 packages glassware, Khakeebhoy Pudumjee; 48 casks pale ale, Jamsetjee Nowrojee; 8 cases oilmanstores and candles, King, King & Co.; 17 cases printing paper, *Bombay Gazette* Office; 9 bales printing paper, Robert Knight & Co.

FROM SUEZ.

Australia (s), 2 casks sherry wine, Manockjee Jamsetjee.
India (s), 2 casks sherry, Eduljee Nusserwanjee Colabawala & Co.

FROM GENOA.

Persia (s), 500 cases window glass, H. Bomanjee Touche & Co.

FROM GLASGOW.

City of Paris, 14 cases sulphuric acid, Dadabhoy Rustomjee.

FROM LEITH.

Riga (s), 6 casks brandy, H. F. Soares.

DAILY EXPORTS.—18TH JULY.

FOR LIVERPOOL.

Morning Light, 3,427 bundles coir yarn, Thackersey Khetsey.
Sir John Mandeville, 110 bales cotton, Currumchund Jetha; 39 bales cotton, Munorebhoy Lukmidass; 100 bales cotton, G. Sigg & Co.; 50 bags myrabollams, Dossabhoy Merwanjee & Co.
Eunice, 400 bales cotton, Goculdass Shamjee.
Persia (s), 3,600 bundles coir yarn, Geerdhur Dewjee.
Atalanta (s), 39 bales cotton, Bhimjee Rowjee; 300 bales cotton, Leggatt & Co.; 42 bales wool, Corsee Dewjee; 25 bales cotton, Nursey Kessowjee; 45 bales wool, Vussonjee Vurriya; 134 bales cotton, Joosub Abram.
Derby (s), 100 bales cotton, Vulubdass Manchund; 190 bales cotton, S. E. Sassoon; 20 bales wool and 2 bales cotton, B. I. S. N. Co.; 60 bales cotton, Mooljee Tricumdass; 125 bales cotton, Joosub Gunnee; 250 bales cotton, W. & A. Graham & Co.; 57 bales cotton, Adum Ebram.
Ellora (s), 57 bales cotton, Futtabhoy Amerjeebhoy.

FOR LONDON.

Simla (s), 99 bundles E. teeth, Vulubdass Manchund; 165 boxes copper, A. Tait; 38 pieces and 1 bundle E. teeth, Runchorlall Girdharlall; 10 bundles E. teeth, Bawanjee Vullybhoy; 95 pieces E. teeth, Sunkoor Futtabhoy; 1,439 pieces E. teeth, Bowanjee Vullybhoy.
Ellora (s), 100 bundles hides, Ahmedbhoy Hubibbhoy; 28 cases cardamoms, W. Nicol & Co.

FOR TRIESTE.

Persia (s), 200 bales cotton, Kunkler Presswirck & Co.; 100 bales cotton, and 20 cases coffee, B. I. S. N. Co.

FOR VENICE.

Ellora (s), 200 bales cotton, G. Sigg & Co.; 300 bales cotton, Finlay, Scott & Co.
Persia (s), 260 bales cotton, Planque Vinay & Co.; 200 bales cotton, Volkart Brothers.

FOR GENOA.

Persia (s), 164 hhds. cocoanut oil, Volkart Brothers.

FOR MARSEILLES.

Ellora (s), 289 bags coffee, B. I. S. N. Co.
Simla (s), 27 bales silk, A. Tait.

BRINDISI.

Simla (s), 9 bales silk, A. Tait.

19TH JULY.

FOR LIVERPOOL.

Morning Light, 80 bales hemp, Sonderdass Vagjee.
Sir John Mandeville, 830 bundles———Sonderdass Vagjee.
Derby (s), 2,600 bundles coir yarn, Geerdhurdass Dewjee; 100 bales wool, Chapsey Gangjee; 29 bales rags and 28 bales cot on, Greaves Cotton & Co.; 45 bales wool, Damoder Mathooradass; 42 bales wool, Bhimjee Girdhar; 27 bales cotton, Chapsey Versey; 100 bales wool, Loongsey Gopejee.
Persia (s), 1 case shawls, M. Mohunlall; 4 cases shawls, M. Ramchund.
Enxine (s), 165 bales coir yarn, Merwanjee Framjee.
Atalanta (s), 110 bales wool, Cullianjee Pitamber.

FOR LONDON.

Ellora (s), 62 bales skins, Shaik Osmun Ally Nagoor Meera & Co.; 35 bales skins, Yusa Ama Syed Mohideen; 140 bales skins, Momedally Surajoodin & Co.

FOR HAVRE.

Ellora (s), 59 bales cotton, Aga Abdoola Cazrany; 36 bales cotton, Veerchund Currmchund; 19 bales cotton, S. Tyebjee & Co.

FOR TRIESTE.

Persia (s), 150 bales cotton, G. Sigg & Co.
Ellora (s), 25 bundles hides, 1 bundle deer horns, 1 bagcoffee, 1 box wax, and 1 box gum, Oomerbhoy Chandabhoy.

FOR ANCONA.

Persia (s), 29 bales skins, Volkart Brothers.

FOR MARSEILLES.

Persia (s), 50 bales senna leaves, S. Tyebjee & Co.

SALES AND PURCHASES.

The piece-goods market closes steady; prices well maintained. The following sales are reported to have been made by European firms yesterday:—

PIECE GOODS.

			Rs. a. p.
500	pieces Grey Shirtings	45 inch 39 yds. 9 lbs.	6 8 0
200	White Neimsooks	40 " 20 No. 1,000	3 14 0
200	" " " "	" " 2,000	4 2 0
200	" " " "	" " " 3,000	4 6 0
100	" " Mulls	54 " " " 125	5 12 0
1,500	pairs Grey Dhotics	45 " 10 "	2 0 0
1,500	" " "	50 " " "	2 4 0

COTTON.

100	Candies New Vingoria	ready	Rs. 217
50	" " Oomrawuttee	"	" 245
75	" " Veerumgaum (W. selection)	"	" 222

METALS.

1,000 cwts. Spelter, English	Rs. 10-4
100 Boxes Tin Plates	" 19-0

WEATHER REPORTS.

VINGORLA, 19th July, 10 P.M.—Weather rainy, wind south-west light, thermometer 81, rainfall 3 inches 63 cents.

TUTICORIN, 19th July, 5 P.M.—Weather fine, wind west-south-west strong, thermometer 94, barometer 29·665.

CANNANORE, 19th July, 5 P.M.—Weather clear, wind west, thermometer 75, barometer 29·940, rainfall 1 inch 38 cents.

CARWAR, 19th July, 6 P.M.—Weather rainy, wind south-westerly, thermometer 79, barometer 29·83, rainfall 2 inches 46 cents.

MANGALORE, 19th July, 5 P.M.—Weather rainy, wind south-west, thermometer 79, rainfall 1 inch 25 cents.

MILITARY.

ARRIVALS.—JULY 19.

Hughes, Assistant Surgeon, Medical Establishment, on leave, from Ahmedabad.
Cruickshank, Captain, Royal Engineers, to appear before a medical board, from ——.

DEPARTURES.—JULY 19.

Buchanan, Lieutenant, 56th Regiment, on leave, to Europe.
Smyth, Captain, 31st Regiment, on medical certificate, to Europe.

BOMBAY ARMY ORDERS.

BY HIS EXCELLENCY THE COMMANDER-IN-CHIEF.
Adjutant-General's Office, Head Quarters,
Poona, 17th July, 1872.

The C.-in-C. is pleased to make the following appointment:—
4th Regt. N. I (Rifles).—Capt. G. B. Crispin, S. C., to officiate as Wing Officer, vice Maj. Glasspoole.

The undermentioned officers have leave of absence:—
15th Hussars.—Lt. C. G. Cookson, to England, from date of leaving regiment for 15 months, on private affairs.
Royal Artillery.—Lt. A. J. Saunders (No. 5 Bat. 6th Brig.) from 9th to 16th Sept. 1872, in extension, to enable him to rejoin.
Staff Corps.—Maj. W. A. Glasspoole, Wing Officer, 4th N. I., (Rifles) for 20 days, from date of departure, preparatory to proceeding on furlough.

MADRAS GOVERNMENT ORDERS.

(*Fort St. George Gazette*, July 16.)

The undermentioned officers have obtained leave of absence from their stations:—
Mr. A. Mc C. Webster, Ag. Collr. and Mag. of Trichinopoly, for fifteen months, to proceed to Europe on furlough.
Mr. R. J. Melville, Ag. Collr. and Mag. and Agent to the Governor of Fort St. George in Vizagapatam, privilege leave for three months.
Mr. C. S. Arbole, Ag. Sub-Collr. and Joint Mag. of Chingleput, privilege leave for one month.
Mr. H. R. Farmer, Ag. Head Asst. to the Collr. and Mag. of North Arcot, privilege leave for three months.
Maj. C. D. Clementson, Contt. Mag. of St. Thomas' Mount, privilege leave for three months.
Capt. C. C. Hewetson, Contt. Mag. of Palaveram, privilege leave for twenty days, from the 4th proximo.
Capt. J. McMullin, Contt. Mag. of Poonamallee, privilege leave for two months.
Surg. George Williamson, M. D., to act as Supt. of the Lunatic Asylum at Madras during the absence of Surg. John Murray, M. D., on leave, or until further orders, to take effect from date of assuming charge.
Capt. Frederick Hole, Asst. Supt. of Police, to act as Supt. of Police in Malabar during the employment of Maj. Davies on other duty, or until further orders.
Lt. Charles Edward Lorraine Eastall, General List, to act as Asst. Supt. of Police in Ganjam during the employment of Capt. Wilton on other duty, or until further orders.
Capt. Robert Beatty, Asst. Supt. of Police, Madura, to act as Asst. Supt. of Police in Tinnevelly during the absence of Capt. Trotman on leave, or until further orders.
Capt. William Clements Bayley, Ag. Asst. Supt. of Police, Tinnevelly, to act as Asst. Supt. of Police in Madura during the employment of Capt. Beatty on other duty, or until further orders.
Maj. George Frederick Gildea, Comdt. of the Depot at Poonamallee, to act as Contt. Mag. of that station during the absence of Capt. John McMullin on leave, or until further orders.
Capt. James McKay MacDonald, of the European Veterans, to act as Contt. Mag. of Palaveram during the absence of Capt. Hewetson on leave, or until further orders.
Capt. Charles James Toller Whitlock, Madras S. C., to act as Contt. Mag. of St. Thomas' Mount during the absence of Mag. Clementson on leave, on until further orders.
H. E. the Govr. in Council is pleased to confirm the appointment made by the Hon. the Chief Justice of the High Court of Mr. Walter Morgan, to be Deputy Register of the High Court in its Appellate Jurisdiction.
The leave for six months, with subsidiary leave, granted to the Hon. R. S. Ellis, C.S., Chief Secretary to Government, to proceed to Europe on furlough on urgent private affairs, and notified in the Gazette of the 2nd instant, page 1153, is cancelled at his own request.

MILITARY DEPARTMENT.

The following Brevet promotions are made, subject to Her Majesty's approval:—

Infantry General List
Lt. Henry Locock Berkley, to be Capt. from the 12th July 1872.

Madras Staff Corps.
Capt. William Shapter Hunt, to be Maj. from the 6th July 1872.
Lt. Henry Beresford Nangle, to be Capt. from the 4th July 1872.

The undermentioned officer is permitted to proceed to Europe:—
Col. J. P. Coode, Comdt. 36th Regt. N. I., on furlough on private affairs for one year, five months and sixteen days, under the Regulation of 1868, and to embark from Bombay.

The following order, issued by the Resident at Hyderabad, is confirmed:—

Confirming the station order issued by the Officer Commanding at Bolarum, dated the 12th June 1872, granting Qr. Mr. J. Staley, of No. 2 Bat., Hyderabad Contingent, twelve months' leave of absence on emergent medical certificate to visit Masulipatam.

ORDERS BY THE COMMANDER-IN-CHIEF IN INDIA.

Head Quarters, Simla, 13th July 1872.

The C.-in-C. in India is pleased to make the following apointment:—

5th N. I.—Lt. C. H. Stoddart, Second Wing Subaltern, to officiate as Qr. Mr., during the absence of Capt. H. F. Woodcock, on furlough, in addition to his other duties. Dated 6th July 1872.

H. E. is pleased to assign local rank to the undermentioned officers:—

Royal Artillery.—Lt. A. T. Wintle to be Capt., from the 8th June 1872.
Lt. R. D. E. Lockhart to be Capt. from the 19th June 1872.
Royal Engineers.—Lt. H. Trotter to be Capt. from the 10th June 1872.
48th Regiment.—Major E. D'H. Fairtlough to rank as Major, from the 20th Octr. 1868.
Lt.-Col. F. Duffin, S. C., (2nd in Command 4th N. I.) is permitted to visit the hills north of Doyrah, on the leave granted in G. O. C. C. of the 17th June, p. 284.
Major W. R. Martin, (new promotion,) late 43rd N. I., is, at his own request, posted to Meerut, for general duty.
Major H. Maxwell, S. C., doing duty at Meerut, is appointed to officiate as Brigade Major at Allahabad.
Capt. G. Marriner, 58th Foot, Brigade Major Allahabad, is, at his own request, transferred to Rawulpindee, vice Major A. Cory, whose tour has expired.
Capt. G. B. Wolseley, 105th Foot, Station Staff Officer, Delhi is appointed to officiate as Brigade Major at Morar.
With the sanction of Government, Staff Surg. W. Ashton, M. D., is brought on the strength of the fixed establishment of British Medical Staff Officers for Bengal, from the 29th May 1872, in succession to Staff Surg. J. J. Henry, invalided.
The undermentioned officers are reported by the Board of Examiners, Fort William, to have passed, on the 1st July 1872, the tests specified agreeably to G. G. O. No. 734 of 1864:—

Persian under Clause VIII.
Lt. E. A. Fraser, Adjutant, 3rd Mad. Lt. Cavy.
Lt. F. T. Goodridge, 13th N. I.

Higher Standard in Hindoostanee.
Lt. F. Stevenson, 105th Foot.
Lt. W. E. Bristow, 107th Foot.

The undermentioned candidates are reported to have passed the lower standard in Hindoostanee on the 1st July 1872:—
Capt. H. S. Clive, R. E.
Lt. W. E. L. Morgan, R. E.
Lt. J. G. Stone, R. A.
Private C. Evans, E-23rd R. A.
Asst. Surg. J. Latchford, 2-1st Foot.
Lt. R. G. Handcock, 36th Foot.
Sub-Lt. C. G. Dunsmure, 36th Foot.
Private A. Townley, 41st Foot.
Lt. D. Chesney, 58th Foot.
Private H. R. Curson, 70th Foot.
Private W. Beasley, 70th Foot.
Lt. A. Malvin, 109th Foot.
Hospital Apprentice W. Marchant, Landour depot.
The following orders are confirmed:—
Meerut Division Order, dated the 17th June 1872, directing Staff Asst. Surg. L. A. Irving, doing duty at Delhi, to proceed to Agra for duty with the 65th Foot.
Oude Division Order, dated the 29th June 1872, placing the services of Surg. E. O. Tandy, 13th Beng. Cavy., at the disposal of the Dep. Insp. Genl. of Hospitals, Lucknow circle, for civil employ.
Dated the 1st July 1872, appointing Asst. Surg. J. S. Gunn, 9th N. I., to the medical charge of the 13th Beng. Cavy., in addition to his other duties.
Peshawur District Order, dated the 1st July 1872, directing Asst. Surg. C. J. McKenna, 29th Punjab N. I., to proceed to Fort Shubkuddur, and assume medical charge of the Doaba outposts until relieved by Staff Asst. Surg. J. McDonnell; and directing Surg. J. J. McDermott, M. D., 15th N. I., to assume medical charge of the 26th Punjab N. I., during the absence of Asst. Surg. McKenna.
Jubbulpore Station Order, dated the 4th July 1872, making the following arrangements, during the absence, from Brigade Head Quarters, of the Brigadier General and Staff on special duty at Saugor:—
All reports of the station to be made to Col. H. Francis, commdg. R. A. Saugor District.
Lt. W. G. Thomas, 2nd Battn. 23th Foot, to act at Station Staff Officer.
Field Force Order, dated the 26th Feb. 1872, appointing Asst. Surg. R. Harvey, M. D., to the charge of the depot hospital and medical stores at Tipai Mookh, with effect from the 15th Dec. 1871, and to the medical charge of the left wing 22nd Punjab N. I., from the 7th Jan. 1872.
3rd Foot, 1st Battalion.—Regimental Order, dated the 24th June 1872, making the following appointments, with effect from the 4th May 1872:—
Lt. T. E. Spencer to perform the duties of Adjutant to the half battalion at Benares, vice Lt. T. W. Carpenter.
Lt. L. T. Spens to perform the duties of Qr.-Mr. and Paymaster to the half battalion at Benares, vice Lt. T. E. Spencer.
39th Foot.—Regimental Order, dated the 29th June 1872, nominating the undermentioned officers as a committee of paymastership, in consequence of the death of Paymaster H. A. Berry:—
Capt. W. Beere, president.
Capt. W. H. Salwey, and Capt. H. P. Wolferstan, members.
Lt. C. H. Dougherty to act as paymaster on the responsibility of the committee.
4th N. I.—Regimental Order, dated the 22nd June 1872, appointing Capt. H. E. Eliot, Qr.-Mr., offg. 2nd in Commd. and Wing Officer, to resume and perform the duties of Qr.-Mr. also, vice Lt. J. B. Lynch, transferred to the 12th Ben. Cavy, there being no other officer available.
The undermentioned officers have leave of absence:—
15th Hussars.—Lt. C. G. Cookson, to England, for fifteen months, from date of leaving regt., on private affairs.
Royal Engineers.—Lt. G. A. L. A. Whitmore, (attached to Ben. Sappers and Miners,) to Bombay, for one month, from date of quitting regiment, to appear before a medical board.
Royal Artillery.—Lt.-Col. (Bt. Col.) W. K. Fooks, (13th Brigade,) to Bombay, for one month, from the 27th June, to appear before a medical board.
Lt. R. T. Millett, (No. 5 Batty, 6th Brigade,) to England, overland, from date of embarkation, to appear before a medical board.
Lt. A. J. Saunders, (No. 5 Batty., 6th Brigade,) from the 9th Sept., in extension of the leave granted in G. O. C. C. of the 8th Feb. p. 71 to enable him to rejoin.
39th Foot.—Paymaster J. G. Hamilton, to Simla, from the 15th July to the 15th October, on private affairs.
60th Foot, (2nd Battalion.)—Lt. A. G. Bagot, to remain in England, from the 8th July to the 1st Nov., on private affairs, in extension.
69th Foot.—Local Captain W. T. Croft, to Bombay, from date of leaving regiment, to appear before a medical board.
Assistant Surgeon R. A. Cuthbertson, to Landour, from the 24th June to the 15th October, on medical certificate.
76th Foot.—Lt. and Adjt. G. D. Cookson, to England, overland, from date of embarkation, to appear before a medical board.

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DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

BIRTH.

LLEWELLIN—July 18th, at Clare Road, Byculla, Mrs. Fred. S. Llewellin, of a son.

DEATHS.

ELLIOTT—July 18th, at the residence of her son-in-law, Captain C. Christian, R. A., Beach Road, Colaba, Rosina, relict of the late Robert Elliott, of the Ordnance Department, aged 78 years. Friends will please accept this intimation.
LEGGATT—July 15th, at Sholapore, the infant daughter of A. J. Leggatt, Esq., 28th Regiment N. I., aged 10 days.

OTHER PRESIDENCIES.

BIRTHS.

CLIFT—July 12th, at Tea Hill House, Coonoor, the wife of H. W. Clift, Esq., D. P. W., Mysore Division, of a daughter.
FOWLER—July 15th, at South End House, Adyar, Madras, the wife of J. T. Fowler, Esq., of a daughter, who survived her birth only a few hours.
JONES—July 14th, at Calcutta, the wife of the late William Jones, assistant of W. Newman & Co., of a daughter.
LLOYD—July 15th, at Nynee Tal, the wife of E. T. Lloyd, E. I. Railway, Allahabad, of a son.
SMITH—July 11th, at Calcutta, the wife of Cockerell Alfred Smith, Esq., Solicitor, of a son.

MARRIAGE.

PAUL—FULOW—July 13th, at Calcutta, by the Rev. J. Welland, at the Mission Church, A. M. Paul, to Sarah, daughter of the late Joseph Fulow, Esq., of Colombo.

DEATHS.

FALLON—July 7th, at Vizianagram, Apothecary J. A. Fallon, Madras Medical Establishment, aged 36 years and 11 months.
SMITH—July 13th, at Calcutta, William Greg, the infant son of Mr. and Mrs. Cockerell Alfred Smith.

All MONEY ORDERS, CHEQUES, and other Remittances sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."

The Daily "BOMBAY GAZETTE," *and the* "BOMBAY GAZETTE OVERLAND SUMMARY," *are filed for reference in the Intelligence Department, Indian Court, International Exhibition, Kensington.*

The Bombay Gazette.

SATURDAY, JULY 20, 1872.

SINCE the publication of our remarks on the way in which the subordinates employed in offices, especially in the public service, are treated by their superiors, we have been more than ever satisfied that it is a subject which will admit of being pressed upon the attention of those who are invested with authority here. Brief authority perhaps, but exercised with a systematic coldness and indifference to the feelings of those associated, though in a very humble manner, with them, in the discharge of their common duties, which, if it does not make angels weep, at any rate amazes and distresses people on the earth beneath. Conversing on this subject with an officer who has had a large and varied experience throughout the Presidency, and a man of undoubted humanity withal, we were astonished to find that the best and strongest defence of a practice, which is even more extensive than we had conceived, was substantially to the effect that, as long as human nature is what it is, we must expect this sort of overriding of juniors.

There was something also urged about the absurdity of behaving like a Chesterfield to the lower orders of men from whom the class of clerks and writers are recruited, and whose ordinarily blunted perceptions are not open to appreciate much of refinement, or to suffer from some rough treatment. Perhaps not. There is, as we all know, no conduct of life which is not defensible in one way or another, and made to show that it impinges very little on the general economy of existence. There will ever be some sort of right underlying every wrong, and *vice versa*, and the pity of it is if a consideration like the present one is allowed to be dragged into the regions of metaphysics, and then lost in the mists of argument. We seek for a practical good in the concrete, and let the science of good and evil go by. Human nature, as we all know, is bi-fronted, like the Roman Janus, and has its rough and smooth sides, its good and evil aspects. And it can be no reason to approve of the evil side, simply because it is itself but a natural expression, and for ourselves we consider that when a practice which is undoubtedly injurious and distressing in its consequences is defended on the plea of its conformity with "human nature as it is" the defence is practically a surrender of the position, and in some respects an aggravation of the wrong-doing. The other reason is to a great extent but too true, though we do not by any means hold it even as palliating the behaviour which we condemn. The subordinates are undoubtedly very humble men and who have by this time gravitated to a dead level of respectfulness, more or frequently, on the part of the poorer men, of obsequiousness, and this has beyond doubt helped to keep up and foment the arrogance of their superiors. No one pretends to believe in this form of respect, which lies on the lips and not in the hearts of the subordinates, and no one seems to care for it beyond the sphere of his official life. A contemporary on the other side of India observed some time ago that it is natural for a person to kick another who presents himself to be kicked, with especial reference to the low attitude assumed by the junior grades of the service. The metaphor is rather exaggerated, but it will serve to show how deplorably this practice of constantly decrying the position of the subordinates affects the morality of these men. All thinking people admit the value of a moral force in producing the highest state of personal efficiency, and no Government, however strong in Finance and Arms, can afford to rule without a very great reliance on its moral influence on its own people and on its neighbours. Yet in the administration of its business it neglects to conserve the very faculty in its employés which really sustains the performance of the best service which the heads of offices ever got from their assistants. We agree with our contemporary, there *has* been a class of Uriah Heaps raised by a course of alternate indifference and roughness sedulously practised for years, but we strongly dissent from the deduction that these poor men have from the first solicited their humble position, or now voluntarily retain it. They, as the weaker vessels, have been broken in spirit, and having no friends have been kept in that condition. We doubt if unaided by the generosity of their superiors they can even now, under the light of a better education, take their proper position, and it is in this belief that we address our observations rather as appeals to the better sense of the superiors, than as encouragement to any unaccustomed boldness on the part of the subordinates. The word "humble" should be expunged from official intercourse, and in its stead we would rather see a manly deference which secures the respect of the superior by retaining its own.

We are not great believers in the saving efficacy of rules and regulations. Elaborate rules exist, we understand, as to the formalities to be adopted between officer and officer in mode of expression and address, but their religious observance has not yet helped the furtherance of business where an *entente cordiale* between the persons themselves was absent. It is not perhaps difficult, in these days of theorising and legislating, to draw up a code which will, in a masterful manner, indicate the exact circumstances under which a superior should say "thank you," and when he should merely grunt approval; what particular sort of clerical error should elicit "you are an idiot," and what merely a fling of the papers on the ground with contemptuous looks. But everybody knows that this will not remedy anything; the poor men who live by the breath of their superiors' mouths, so to speak, will still lie under the ban of that assumption of arrogance which is altogether an essence of individual snobbishness, beyond the touch of any law except the laws of gentleness and humanity, which are instinctive in the breasts of the educated gentleman, though it is possible (as we may see) for them to be obscured when they come in contact with the exceeding humility and helplessness of their office establishments, from whom all sense of self-assertion has long been crushed out. That we are right in the position we have taken will readily enough appear, if the heads of Departments reflect on how many acts which they themselves perform would never be tolerated in their juniors. How many officers who administer the affairs of the public never attend at any office outside of a room in their private houses, to which they require their clerks to come from long distances, and be very punctual in their attendance too? How many more, even in the Presidency Towns throughout India, leisurely drive to their offices at about the time when the subordinates have gone through their day's work, and are expecting to leave, but cannot, until the great man has done his evening's labours, and driven off to the bandstand or to his club. It is within our knowledge that a senior assistant, a European, who was assisting at his sister's wedding at Malabar Hill, received a note, which to the best of our recollection was couched as follows:—"Mr. Tomkins; your presence is immediately needed at the office." This precious epistle, such as an English gentleman would address to his butler, and scarcely to his grocer, was penned by a civilian of above 20 years' standing in the service, a popular man as the world goes, to his uncovenanted head manager, a man whose efficiency was admitted by Government and unquestioned by anybody. Tomkins, smarting under the objurgatory order, nevertheless proceeded to his office, to discover that his superior knew he was at his sister's wedding, and at such a distance that it would spoil his day to come and return. And to crown the vexation, if not worse, the matter which needed the help of Tomkins was nothing more than the whereabouts of a paper, which was after all in the possession of the superior himself. Not a word of apology was offered, and though the story was told to us long after, with indisputable evidence as to its correctness, Tomkins could not forget the bitterness invoked by his complete helplessness at a moment when his humbler position was taken advantage of in that very spirit of unmanliness which, in protean forms, has done much to demoralize the lower strata of the service.

We earnestly commend this subject to the consideration of those who have the exercise of power, and desire to see its administration produce the highest results for the benefit of those interests, be they private or public, in which they are concerned. The management of the men, the mass of flesh, blood, and brains, entrusted to the heads of offices is a serious trust, and it cannot be neglected, or perfunctorily discharged, without manifest evils growing from it,—and evils, too, of a nature which, were a commission of enquiry to sift their causes, would go largely to explain who are really responsible for the delays and obstructions to public business which render the Government offices throughout the Empire so notorious in the present day.

NOTE OF THE DAY.

THE Secretary of State and the Government of India have, we learn, deputed Mr. Robertson, C. E., to report on the proposed ship canal between Ceylon and India. An incorrect report appeared in some of the Indian papers last year, to the effect that Mr. Robertson *had* reported on the Paumben channel, and had estimated the cost of the canal at £250,000. Mr. Robertson was at Paumben some time ago, but not for this purpose, and the survey has still to be begun. By the way, has Mr. Robertson not been commissioned to report on Carwar along with other harbours? As the inquiry about the Carwar line has been re-opened, it would be desirable to have another report on the harbour from an independent engineer.

LATEST INTELLIGENCE.

[REUTER'S TELEGRAMS.]

THE STRIKE IN LONDON.

THE NEW FRENCH LOAN.

ATTEMPT TO ASSASSINATE THE KING AND QUEEN OF SPAIN.

LONDON, 18TH JULY.

Her Majesty the Queen has allowed the Prince Imperial to enter the Woolwich Military Academy.

The London carpenters held a meeting yesterday and resolved to continue on strike.

The builders' labourers are now agitating for an increase of wages.

Ten thousand colliers have struck work in Belgium.

The Press are discussing the coal famine. Wall send coals are now quoted at 36s. per ton.

PARIS, 18TH JULY.

In the National Assembly to-day M. Thiers insisted that new taxes to the extent of 200 million francs were necessary. He announced that the new loan would be issued next week.

The discussion on the tax on raw materials has commenced.

MADRID, 19TH JULY.

At midnight yesterday, as their Majesties the King and Queen were returning to the palace, five men suddenly shot at the royal carriage. Their Majesties were not struck, and the would-be assassin was killed. Two captures have been made, and there is general indignation at the act.

DENGUE FEVER has broken out at Bangalore.

A BI-WEEKLY journal to be called "the Indian Freethinker" is about to be started at Poona.

THE Governor of Madras in Council has confirmed the appointment of Mr. Walter Morgan to be Deputy Registrar of the Madras High Court, Appellate Side.

OUR Simla correspondent mentions that a report obtains at Simla that Lord Northbrook is so disgusted with the place that he has timed his departure so early as 15th September.

IN another column we publish a letter from Lieutenant Prideaux, Assistant Resident at Aden, who lately visited Massowah, giving most interesting intelligence of the condition of Abyssinia and the great improvements which are being effected at Massowah.

THE *Indian Mirror* is very severe on his countrymen, "the conceited Babus, who make magniloquent speeches, and write glowing essays." He says that their behaviour to the whole Hindustani race, the Muhammadans, the Mahrattas, and the Madrassees, is as overbearing as that of a certain class of Englishmen who look down upon the Bengalis as their inferiors, and treat them as such. "If Mr. John," he adds, "is a bad man because he kicks Babu Ghose in Bengal, Babu Ghose is equally bad if he in his turn kicks Lalla Dumrilal at Allahabad."

A SIMLA LETTER says:—"The Commander-in-Chief is very popular, and deservedly so. It is quite a pleasant sight to see the fine old soldier sitting on his splendid charger, like a youngster of 25 taking his regular rides morning and evening about the station. Lord Northbrook is not so often visible to the vulgar gaze; but when he takes his airings he is now attended by one aide-de-camp and followed by a Native Cavalry trooper in scarlet frock, closely resembling the Rajah of Patteealla's cavalry, which is a slight improvement upon the "peeler," whose presence was, in most opinions, neither useful nor ornamental.

THE Solicitor to Government has written to the Municipal Commissioner calling his attention to the fact that the night soil depot at Boree

TOUCHING DOGS' NOSES.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—Sometimes curious things happen, perhaps indeed only in imagination, but still they trouble the minds of thoughtful statesmen bent on the improvement of our Indian Empire. At a certain station a certain General, known to be a very particular officer indeed, during his annual inspection, noticed a peculiar dampness about the noses of the "dear little puppies," as he called them—I suppose he meant the little dogs. He immediately became quite excited on the subject—some Generals are a little excitable—and in consequence wanting to know, and out loud, why the devil the Collector had not been to call on him with his sword on, and attired in that grand and remarkable uniform which a thoughtful Sirkar has recently invented for the decoration of the Civil Service. The Kotwal was immediately summoned, but even his earnest enquiries into the subject were fruitless. However, the General in the course of his duty reported the painful fact he had noticed regarding the "puppies" of the station, and further directed the Commanding Officer to call in the Executive Engineer immediately to provide a plan and estimate to remedy the same. The Executive Engineer was quite shattered at this request. He respectfully replied that he "regretted to say that he did not know what to do about the dogs' noses," and added that he "had a thousand plans and estimates under preparation which would take some time longer to complete." This officer was of course and at once reported for insubordination, and his conduct has, after full enquiry, received the verdict of Government, who were determined, I am glad to say, to be strict this time, and not to tolerate such continued misconduct on the part of the officer of the P. W. Department. Government "with great pain" (para. 1) remarked in their Resolution, written by an intelligent native clerk:—

"Para 2. If there is one subject which an Executive Engineer should know better than another, it is the treatment of dogs' noses, and Captain Tomkins is very much mistaken if he supposes that Government ever intended to employ a special architect for the purpose. Captain Tomkins should consider the interest of Government as his own in future, and Government hope that this caution—the last they warn him he will receive—will be useful to him. In the meantime immediate steps, as a temporary measure, must be taken by the Staff officer of the station to remedy the dampness of the dogs' noses, with regard to which Government agree with the Major-General.

Para. 3. The revised estimate amounting to ten annas should now be sanctioned, but the Superintending Engineer will be held responsible that the attention of Captain Tomkins is called to rule No. 99,999 of yesterday's date, which clearly cancels, pending the issue of the new code,—now under preparation in the Sanscrit language—all previous rules in the Public Works Department of every sort and description."

Then it became, at least according to this strange story, the turn of the Staff officer to be shattered. He was a bachelor, poor man! quite ignorant of sanitary science, and unaware how he should perform the delicate duty attaching to the dogs' noses, or, as he expressed it (I do wish those Staff officers would not swear so much), "he was d—d if he knew what he was to do to their dear little noses."

Overpowered by my feelings and in tears I am unable to pursue the sad narrative of ignorance and misconduct, but of course I publish Captain Tomkins' name in the *Gazette* as a caution to serpents. I will only add on that this important question, in which the gravest interests are bound up, is on the high road of settlement. It was referred in due course to the Government of India, as being of such importance that the Bombay Government "in their respect for the Supreme Government did not think they ought to settle it without first consulting H. E. the Viceroy in Council." I further hear, with pleasure, that a reference has been made to an officer eminent in the scientific world, and now at Simla—a resort of eminent people in the hot weather—who has been asked to prepare a standard plan, a document we all so much admire, on the scale of 10 ft. to an inch, to which scale for important reasons of State, connected it is whispered with the Kuka insurrection, particular attention is to be paid by direction of H. E. the Viceroy in Council. This standard plan is to remedy the dampness of of every doggy's nose, from the cold dog of the Himalays to the warm dog of Cape Comorin. But bless the dear little people!! if there should have been a misunderstanding throughout on the subject, the plan will be quite wasted. There are things "which no fellah can understand," as an eminent man previously remarked. X.

THE ADDRESS TO DR. SIDNEY SMITH.

I.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—The threats contained in the letter subscribed "Authority" in your this morning's impression have fairly taken us by surprise. "Authority" seems to think that the address presented to Dr. Smith was not the production of the students, but of somebody else. But allow us to correct this impression. The production was a *bona fide* one of the students themselves. It is indeed a great misfortune that we should not be allowed to express our views regarding matters connected with the College. The question as to whether we are liable to expulsion from the College for expressing our sentiments regarding the career of a past Professor of ours is a difficult one, and the sooner it is solved the better; so that we might understand our real position and prevent the occurrence of any misunderstanding in future. The power of "Authority" to expel us from the College cannot be called into question, but it is desirable to know whether this power can be exercised arbitrarily.

STUDENTS.

Grant Medical College, 19th July.

II.

TO THE EDITOR OF THE "BOMBAY GAZETTE."

SIR,—A writer in yesterday's *Gazette* says, with reference to a valedictory address presented by the students of the Grant Medical College to Dr. Sidney Smith, the late Professor of Hygiene—"that, by thus publicly censuring the Government and the College for their action with respect to Dr. Smith, they render themselves liable to expulsion or suspension." Now I wonder what next! Has everybody to be mute in the presence of the would-be oracle of the College? Does this *Magnus Apollo* wish to muzzle all the students, like dogs, if they presume to have a different opinion from his own? Can nobody know whether a proceeding is uncalled for and undeserved but his exalted self? Truly, if such mild expressions are to be termed 'impertinent,' language will soon be so guarded as to express nothing at all; and, if fifty students may be suspended or expelled, for expressing their sympathy with a professor who had "won their hearts," the *next* thing will certainly be to suspend the College—for where will the pupils be!

A GRADUATE.

BOMBAY.

DENGUE FEVER.—We read that dengue fever has disappeared from Surat, Ahmedabad, and Baroda.

THE POOR-BOX.—The Senior Magistrate acknowledges with thanks the receipt of Rs. 20 from "A. B." contributed towards the poor-box of the Fort Police Court.

THE THURSDAY'S RAIN.—On Thursday night last nearly five inches of rain fell in Bombay. This is the heaviest fall in one night during the monsoon.

A NEW SPINNING AND WEAVING COMPANY AT SURAT.—It is stated that some of the influential natives of Surat intend to start a new Spinning and Weaving Company at that place.

HEAVY RAIN AT BARODA.—The *Bombay Summachar* learns that there has been a heavy fall of rain at Baroda, so much so that the station was inundated with water.

THE BRANDY TRADE.—A Borah merchant has, says the *Jam-i-Jamshed*, filed an action against the authorities of Surat for detaining his boxes of brandy at that station.

STRIPES.—Mr. Nana Morojee yesterday sentenced a man named Abdoola Salimi to receive ten stripes, for stealing an umbrella belonging to one Haroon Hoosein.

BARODA.—According to a vernacular newspaper, the Gackwar offered the Dewanship to his late confidential adviser Bhow Khedkur, but the latter declined to accept it.

THE RESIDENT OF BARODA.—A correspondent of a native contemporary states that Colonel Barr, the Resident of Baroda, who is now on leave to Europe is not to return to India, but will retire on pension.

A NOTED THIEF.—Yesterday in the Fort Police Court a Maratha named Mahadoo Rama, a noted thief was sentenced by Mr. Nana Morojee to six months' rigorous imprisonment, for stealing a snuff box belonging to one Mr. S. Ivey.

THE EFFECTS OF THE MONSOON.—Yesterday morning one of the side walls of a house, situated at Waree Bunder, fell down, but fortunately nobody was hurt. The house was occupied by several families, but it has since been vacated by them.

A CO-OPERATIVE SOCIETY.—A new co-operative Society is being formed in Bombay for the supply of mess and other household stores of the best description and at moderate rates. A preliminary meeting is to be held on Monday afternoon.

THEFT.—At the Girgaum Police Court yesterday before Mr. Woodward, one Ahreema Koonjama was charged with stealing nineteen table knives, belonging to the P. and O. Company. Prisoner was adjudged guilty and sentenced to six weeks' rigorous imprisonment.

RAILWAY OFFENCE.—Yesterday at the Girgaum Police Court, a Mussalman named Shaik Abdool Rayman Emam was charged with stealing a journal and a quantity of brass, the property of the G. I. P. Railway Company, and was on conviction sentenced to ten days' rigorous imprisonment.

CHOLERA.—On Thursday night a man named Raghoba Annajee, residing at Matharpacady, was attacked with cholera. Another man, residing at Tank Bunder, was also attacked with the epidemic. They had cholera mixture administered to them by the police authorities.

REFRACTORY SEAMEN.—William Oliver and John Burns, seamen of the ship Flying Venus, were charged before Mr. Nana Morojee yesterday with wilful disobedience of lawful commands in refusing to do duty on board the ship, and were each sentenced to a fortnight's rigorous imprisonment.

FEMALE THIEVES.—At the Fort Police Court yesterday, before Mr. Nana Morojee, Asha and Gunga, women, were charged with stealing a quantity of coal, the property of Government. Prisoners were convicted and each sentenced to three weeks' imprisonment.

THE CARWAR RAILWAY.—The *Jam-i-Jamshed* censures the Bombay Association for not taking any part or interest in the discussion about the Carwar Railway. Our contemporary thinks it a matter of great importance to the people of Bombay, and calls upon the members of the Association to stir themselves and do something into the matter.

DARING CASE OF CATTLE LIFTING AT JHANSI.—A native paper learn from Jhansi that a few days ago while three shepherds were tending their cattle at a place about three miles from Jhansi, three budmashes tied them to a tree and walked away with the cattle. Search was made for the shepherds by their relatives, and on the third day they were found tied to the trees, and were released.

PROGRAMME OF MUSIC to be played by the Band of the H. M.'s 19th Regiment at the Esplanade Bandstand this evening:—

March	Habt Acht	Gung'l.
Overture	Egmont	Beethoven.
Quadrille	Bajazet	Riviere.
Selection (Op.)	I Puritani	Bellini.
Valse	Beautiful Danube	Strauss.
Galop	Preste	Kreine.

THE *Deccan Herald* appears very much devoted to Mr. Ardaseer Hormusjee Wadia, for it has been "observed with pleasure" by our Deccan contemporary "that Mr. Ardaseer has got a carriage and four horses to take his exercise in this Poona 'Season'; and it was 'doubly pleasing' for him to see Mrs. and Miss Wadia, and the children, taking their exercise in the coach on Monday evening." "It is the more noticable," he says, "as it is the first time we have seen Parsee ladies in a four horse brougham, and we trust that others will follow their example."

RIFLE MATCH.—The Sergeants of the Pompadour Regiment stationed in Ghorepoorie had a Rifle Match yesterday morning on the Regimental Range for a silver mounted Claret Jug, which was won by Color Sergeant Tuck, with 18 points. The conditions were five rounds at 200 yards, Wimbledon scoring with two sighting shots; but as the match did not fill, competitors were allowed to enter twice. It was with the second entry that Color Sergeant Tuck won the prize. Corporal Melady was second with 17 points. The Match was confined to the Regiment.—*Deccan Herald*, July 19.

THE WRECK ENGLAND.—We learn by a letter received from a Water Police Constable, who was sent down to Alibaug on duty in connection with the loss of the England, that the difficulties in reaching that place from Rewas are very great. The roads are said to be in a fearful state, and conveyances are not obtainable except at exorbitant rates. The sum of ten rupees was offered by many natives for a gharry from Rewas to Alibaug, but it was refused. There are upwards of 300 persons—Europeans, Indo-Britons, Borahs, and Mussulmans, at the scene of the wreck, which is lying quite close in shore. There was no doubt great competition at the sale of the wreck, which took place on Thursday. We learn the wreck was sold by Messrs. Menesse and Co. for Rs. 19,200.

CHEATING.—At the Fort Police Court yesterday one Vithuldas Vudoo appeared before Mr. Nana Morojee and laid an information against one Richard Codd, an European, charging him with cheating. Vithuldas Vudoo said—I am a tea merchant, and reside in Borah Bazaar Street. I advanced monies to one Richard Codd on loan, and obtained from him on the 16th February 1872 a bond of Rs. 266, payable by monthly instalments of Rs. 66; the first of which became due on the 4th April 1872. On the 4th April Richard Codd came to my shop and requested me to return to him the paper relating to his pension, which he had mentioned in his bond as being given as collateral security to me until he pays up the said bond, saying that he would procure the quarterly payment of his pension and then in the course of a few days return the paper. I made several demands for the return of the document, which he promised to do, and agreed to pay the amount of his pension, about Rs. 22 per mensem, to me, but failed to do so. I sued him for the first instalment, and on his producing an extract from his schedule as an insolvent on the 17th June 1872, the Judge of the Small Causes Court ordered a stay of proceedings. I presume he has received two quarterly payments of pension, but has not paid any part thereof to me. I therefore charge the said Richard Codd with cheating, and pray that a summons may be issued against him, and that he may be dealt with according to law. The Magistrate ordered a summons to issue against the defendant.

HIGH COURT.—20TH JULY.

(Appeal before the Hon. ACTING CHIEF JUSTICE and the Hon. MR. JUSTICE MELVILLE.)

APPEAL FOR HEARING.

283-70—J. Gopall—Raise Ameerchund v. Jusraj Vijput and another—C. Tyabjee.—Part heard.

184-69—Jafferson and P yne—Ameerchund Mungujee v. Dhunsookdass Jadunroy—Dallas and Lynch.

(Before the Hon. Mr. JUSTICE BAYLEY.)

LONG CAUSES.

636-70—Jefferson and Payne—Visram Ebram and another v. D. J. Jenkins and another—Rim gton, Hore and Langley.—Part heard.

42-72—Jefferson and Payne—Ranibaee, &c. and others v. Fazulbhoy Nanasy—J. Cooverjy.

19-71—Macfarlane and Skipsey—Shaik Mahomed bin Goolam v. Mahomed Ayal and others, &c.—Mr. Lynch for a pauper.

10-71—Khunderao Morojee—Chogalall Nundlal v. Bhadurmull Koondummull and another—C. Tyabjee.

(Before the Hon. Mr. JUSTICE GREEN.)

LONG CAUSES.

715-70—K. Morojee—Cassinath Dhackjee v. Anundrao Dinanathjee—Hearn, Cleveland, and Peile—Part heard.

171-71—G. J. Mody—Nanabhoy Nowrojee B. v. Rowjee Dadaram and others—Shapoorjee and Thakurdas.

9-71—Dallas and Lynch—Soogunchund Sewdass and another v. Heeralall Shigramjee and another—Craigie, Lynch, and Owen.

679-70—Garud—Jeevajee Kessoredas Patel v. Ramchundra Luxmonjee—Hearn, Cleveland, and Peile.

719-70—Hearn, Cleveland, and Peile—Merwanjee Manockjee v. The Secretary of State for India—Rimington, Hore, and Langley; Hearn, Cleveland, and Peile; Craigie, Lynch, and Owen; and Mr. Hearn.

345-71—Hearn, Cleveland, and Peile—Vurjeevundas Madhowdas and another v. The Justices of the Peace for the city of Bombay—Leathes and Crawford.

481-70—Manisty and Fletcher—The Asiatic Banking Corporation v. Thackersey Poonjasha and others—No appearance.

1012-69—Leathes and Crawford—Ardaseer Hormusjee Majoo v. Goolbaee, widow, &c.—Rimington, Hore, and Langley—Settled.

339-70—P. Dinshaw—Kullianjee Muddonjee v. Kessowdas Dwarkadas—Hearn, Cleveland, and Peile.

SHIPPING ITEMS.

THE Austrian Lloyd's steamer Aretusa, from Trieste, left Aden for Bombay on Thursday afternoon. This steamer is advertised to leave Bombay for Trieste about the 10th of August.

THE India General Steam Navigation Company's steamer Chunar, Captain J. Watson, we are told, took only twelve days on her last passage from Calcutta to Sîchar. This is the quickest passage hitherto made between the two places.—*Englishman.*

THE S. S. ATALANTA, 1,479 tons Captain J. Mathews, will sail to-day for Liverpool, via the Suez Canal, with a cargo of 7,127 bales cotton, 1,696 bales wool, 276 bales goat hair, 2,115 cwts. coir yarn, 1,599 cwts. hemp, 297 cwts. rags, 1,285 cwts. saltpetre, and the following passengers:—Mr. Beynon, Mr. Rogers, Mr. Sinclair, and Mr. J. Daly.

THE British India Steam Navigation Company's s. s. Kurrachee, 346 tons, Captain J. Avern, arrived yesterday from Kurrachee (July 16th) with a cargo of 325 bales wool, 919 bags grain, 28 packages indigo, 4 packages ivory, 7 packages nuts, 16 casks rosin, 28 bales hides, 4 packages silk, and the following passengers:—Lieut. Foote, Mr. Gregory, one second class, and four deck, passengers.

THE PARNASSUS, steamer, which is reported to have been lost in the Red Sea, was a new vessel of 1,593 tons and 200 h. p., belonging to Mr. C. Williamson of Leith, the owner of the steamer Ægean, now in Bombay harbour. She left Hankow on the 7th June last with 1,783,276 pounds weight new season's tea; and we understand the greater portion of her cargo was insured in the China Insurance Co., but to what amount we have not yet heard.

THE P. AND O. C.'s s.s. SUEZ, 2,440 tons and 630 h. p., Captain P. S. Tomlin, sailed yesterday for Aden and Suez with the English mail and the following cargo:—100 bales cotton and 281 bales wool, for Liverpool; 500 bales cotton, for Havre; 100 bales cotton, for Trieste; 850 bales cotton, 235½ cwts. coffee, 50 cwts. horns, 170 cwts. elephant teeth, 1½ cwts. gum, 13 bales rags; and the following additional passengers:—

For Southampton—Mr. Goeben.
For Venice—Mr. Miller, Mr. Westall, and Mr. John Gordon.

IN a few days we suppose the telegraph will inform us the result of the annual great race home with the new China teas, which since the opening of the Suez Canal has been performed by steamers instead of sailing clippers. This year the P. & O. Co. have entered largely into the contest, having despatched five steamers. The Agamemnon (one of Hole's line), the Deccan (P. & O. Co.), and Earl Russell left Hongkong 28th, 29th and 31st May respectively. The first two left Singapore 6th June; the Deccan left Aden 26th June; and the Agamemnon passed the day before without calling. By the last mail we learn they both passed through the Suez Canal on the 1st instant, so we should hear of their arrival any day now. The Earl King left Aden 2nd instant, so without some accident occurs to the others she may even now be considered out of the race. The Deccan has 1,848,148 lbs tea and 118 bales silk, and the Agamemnon 2,460,308 lbs. tea (partly old crop). The following steamers, also with new tea, have left Singapore: Sunda, 9th June; Malacca, same day (both P. & O. Co.); the Hongkong, 13th; the Canton, 14th; and Glengyle 15th. Of these the Sunda passed the Canal 3rd instant, and the Malacca the 4th instant. The P. & O. Co.'s Hindoostan left Shanghai 9th June and Aden 4th instant, also bound to London with new teas. The rate of freight stipulated for was £5 10s. per ton of 40 feet if voyage does not exceed 45 days; £5 for 50 days; or £4-10s. if over 50 days.

THE STEAM SHIPPING TRADE.—Our circular at the beginning of the year expressed a conviction that the 300,000 tons of steam shipping then under construction could be absorbed by the requirements of commerce, and would not seriously affect either the value of that description of property, or interfere materially with its profitable employ. We consider that opinion has been fully borne out by the facts, and can confidently state that in every instance of sales being made of steamers contracted for prior to December, 1871, large profits have been realised by the fortunate contractors; and, so far, builders are in almost every instance demanding an advance of 20 to 25 per cent. on new contracts. The unsettled state of the labour market, and the high prices of iron, coal, and other materials used in ship-building, will effectually operate against any low prices being accepted for some time to come. Second-hand steamers have commanded the serious attention of buyers, and the prices obtained have been far in advance of what would have been realised 12 months ago. Builders and engineers have still large orders on hand, and are very careless about taking fresh contracts. Freights from the Eastern seas rule low, and many owners whose vessels do not embrace the suitable requirements of size, economy, and speed, complain of voyages being unremunerative. Black Sea freights are hardening, and there is a certainty of very large employment for tonnage in that quarter this autumn. —*H. E. Moss and Co.'s Circular*, June 26.

STATE OF THE TIDE AT BOMBAY.

HIGH WATER.		JULY.	LOW WATER.	
Time.	Height.		Time.	Height.
H. M.	FT. IN.		H. M.	FT. IN.
11 20 m	7 6	Saturday 20	4 33 m	3 0
11 3 a	5 1		5 21 a	3 8
0 6 m	7 11	Sunday 21	5 26 m	3 0
11 56 a	5 6		6 10 a	4 7
.....	.....	Monday..... 22	6 14 m	3 7
0 49 a	8 0		6 57 a	5 3
0 49 m	5 6	Tuesday..... 23	7 1 m	3 10
1 31 a	7 10		7 45 a	5 7
1 42 m	5 1	Wednesday ... 24	7 47 m	3 8
2 13 a	7 0		8 26 a	5 6
2 37 m	4 6	Thursday 25	8 36 m	5 3
2 57 a	6 8		9 24 a	5 3
3 32 m	3 8	Friday 26	9 28 m	3 9
3 43 a	5 0		10 14 a	4 10

Moon—Last Quarter, 27th, 6h. 9m. P.M.

RELIGIOUS SERVICES.

EIGHTH SUNDAY AFTER TRINITY—21ST JULY.

ST. THOMAS' CATHEDRAL.

7-30 A.M.—1st celebration of Holy Communion.
11 A.M.—Morning Prayer and Sermon, with 2nd celebration of Holy Communion. Hymns 194 and 207.
4-45 P.M.—Catechising.
5-30 P.M.—Litany.
6 P.M.—Evening Prayer and Sermon.
Anthem—Lord for thy Tender mercies' sake.
Hymns 274 and 286.
The offertories will be devoted as usual.

HOLY-DAYS.

Thursday 25th being the Feast of St. Mark, Ev. and Mart. Holy Communion will be celebrated at 7-30 A.M.

ST. JOHN'S CHURCH, COLABA.

7-30 A. M.—Holy Communion.
11 A.M.—Morning Prayer, and Sermon. Hymns 185 and 190.
6 P. M.—Evening Prayer and Sermon. Hymns 222, 200, and 10.
The offertories will be devoted as usual.

HOLY TRINITY CHURCH, SONAPORE.

7-30 A. M.—Holy Communion.
8-15 A.M.—Morning Prayer and Sermon. Hymns 153 and 311.
6 P.M.—Evening Prayer and Sermon. Hymns 342, 197 and 222. (For those at Sea.)
The offertory as usual.

CHRIST CHURCH, BYCULLA.

7-30 A.M.—Holy Communion. (Celebration.)
11 A.M.—Morning Prayer (as far as 3rd Collect,) Holy Communion (2nd Celebration), and Sermon. Hymn 348.
6 P.M.—Evensong and Sermon. Hymns 311, 338, and 18.

SOCIETY OF ST. VINCENT DE PAUL.

The Society of St. Vincent de Paul will celebrate the feast of its Patron Saint to-morrow in the Cathedral Church. The Mass will begin at 6 o'clock, and there will be a general Communion of the active and honorary Members and of the poor. In the evening His Lordship the Bishop will preach and give Benediction of the Most Holy.

FREE CHURCH, ESPLANADE.

11 A. M.—Morning Service—Psalm 23. Hymns 35 and 130.
6 P. M.—Evening Service—Psalm 34. Hymns 282 and 57.

ST. ANDREW'S CHURCH, APOLLO STREET, FORT.
[CHURCH OF SCOTLAND.]

11 A.M.—Morning Service.
Paraphrase 60 (Tune, Evan—No. 91.)
Hymn 82, (Tune, Redhead—No. 224.)
Hymn 153, (Tune, Olmutz—No. 204.)
Anthem—"Come unto Him," p. 59.
6 P.M.—Evening Service.
Hymn 32, (Tune, Easter Hymn—No. 281.)
Paraph 58, (Tune, Kent—No. 22.)
Hymn 44, (Tune, Waldheim—No. 262.)
Anthem—"Luther's Hymn."
Collections for church expenses.

THE FINANCE OFFICES.

(*Deccan Herald.*)

WE understand that the removal of the Military Finance offices to Bombay to meet the convenience and caprice of a few of the heads of departments has been all but decided on, and will assuredly take place about the end of the year, unless there may prove to be a lack of suitable accommodation in Bombay for the several offices. We trust that the removal of the offices will be most carefully considered before it is ordered, as we fail to observe any public advantage which would accrue from the move, and as its cost would be attended with increased expenses amounting to nearly 20,000 rupees per annum. We trust the Government of India will step in to protect the taxpayers and prevent such a wilful and needless waste of public money. If the move was to Allahabad, for the amalgamation of the Finance Departments of the three Presidencies, we would not say a word about it; as we consider such a move would be in the interests of the taxpayer and would result in a large saving annually to Government, as the salaries of the Military Accountants of the three Presidencies could then be dispensed with and their offices and requisite establishments amalgamated with the Controller's, One Controller, one Pay Examiner, one Clothing and Commissariat Examiner, one Medical Examiner, with an Assistant each, would then be ample for the requirement of India.

In conclusion, we know for a positive fact that the removal of the Military Finance offices to Bombay, if insisted on, will entail incalculable hardship on the majority of the clerks who prefer to remain where they now are, where schooling for their children, the necessaries of life, and house accommodation, are cheaper, better, healthier and more suitable than in Bombay. The only persons that would be benefited by the move are those now advocating it, as they will fall into Presidency house rent at Rs. 120 each per mensem on arrival in Bombay.

PUBLIC DINNER TO MR. J. M. MACLEAN.

ON Thursday evening a public dinner was given in Watson's Esplanade Hotel to Mr. J. M. Maclean, editor and proprietor of the *Bombay Gazette*, in recognition of his services as a public journalist. The company that sat down to dinner numbered about seventy. The dining-hall was bountifully decorated with flags, between groups of which palms and plants occurred. In a gallery at one end, the band of the 19th N. I. took up position—altogether, the room looked exceedingly animated. Mr. Connon, the Senior Magistrate, occupied the chair; the vice-chair was filled by Captain Henry. Amongst those present were Mr. J. K. Bythell, Mr. Donald Graham, Mr. Currey, Mr. Gubbay, Mr. Souter C.S.I., Major Payne-Barras, Mr. Gumpert, Mr. J. Macfarlane, Mr. Carroll, Mr. Percy Leith, Captain P. Walsh, Captain W. P. Walshe Mr. James Taylor, Mr. Tyrrell Leith, Dr. Lyon, Dr. Mackenzie, Mr. J. M. Slater, Mr. Fraser Hore, Dr. Weir, Dr. Blaney, Mr. Walton, Mr. O. D. Clarke, Mr. A. Leith, Mr. W. M. Wood, Mr. Molecey, Mr. Kipling, Mr. Harry John, Mr. J. Jefferson, Mr. B. F. Fe ham (American Consul), Mr. W. Cooper, Mr. C. B. Lynch, Mr. C. E. Benn, Lieutenant Brebner, Lieutenant Searle, Captain Jacob, Mr. Brandenburg, Mr. Griffiths, Mr F. Stanger Leathes, Mr. Macalister, Mr. W. Gilbert, Mr. W. B. Fellowes, Mr. E. L. Yeats, Mr. F. Jefferson, Mr. C. E. Mitchell, &c. Captain Robinson, Mr. Morland, Mr. Barnett, and some other subscribers were prevented by sickness from being present.

When a very excellent dinner, beautifully laid down by Mr. Maule, had been done justice to,

The Chairman proposed the health of "the Queen," and "their Royal Highnesses the Prince and Princess of Wales;" next, "His Excellency the Governor of Bombay." All the chairman's calls, it is needless to say, were enthusiastically responded to.

Captain Henry proposed the "Army and Navy." He honoured both the services, and not least for the reason that the company never could have been present to do honour to Mr. Maclean in Bombay that evening had it not been for the army, while the army never could have been here without the navy. (Applause.)

Major Payne-Barras spoke on behalf of the Army. He remarked that the guest of the evening had upon all occasions written and spoken in a handsome and honourable way of the two services—(hear, hear)—but Mr. Maclean had always been a generous and outspoken medium of justice, and therefore, perhaps, it was not extraordinary that he had sought every opportunity of honouring both the army and the navy. (Applause.) Major Payne-Barras then expressed his belief that the army would always do its duty, and for himself he hoped to die on the field of battle, because he considered it an ignoble thing to die in bed with a stomach-ache. (Laughter.)

Lieutenant Brebner briefly spoke on behalf of the Navy.

The Chairman then said—Mr. Vice-Chairman and gentlemen—I hope you will not think it unbecoming if at this stage of these most agreeable proceedings I propose the toast of the evening. (Cheers.) Gentlemen, I quite understand the meaning of these cheers. (Hear, hear.) I am not going to make the speech of the evening—another will do that. It may be, I will not say my misfortune, but owing to my peculiar circumstances, that I now have the honour to fill this chair in the presence of so many gentlemen more capable of occupying it—(no, no)—but I daresay those who asked me to fill it did so because they remembered that I at one time occupied the position of editor and proprietor of the *Bombay Gazette*. (Applause.) It was not a great concern in those days, but I endeavoured to hold my own against very strong men, and you see that I am now, having survived the wreck of fortune and many troubles, here to-night to congratulate you on your presence at these tables upon such an occasion. (Hear, hear.) I think I may take credit to myself—and you at least, I am sure, will feel grateful to me for the fact—that it was I who induced Mr. Maclean to come to Bombay. (Cheers.) He has adorned and dignified a situation which I simply filled by accident for a time. (Applause.) Perhaps he does not feel sufficiently grateful to me for the favour I conferred upon him by sending him out here—or rather advising him to come, for I believe that will be the right phrase to apply to my share in his being here to-night; but when he looks round this room I think he will acknowledge I have done him service if I have been in any way the means of his procuring so many friends. (Hear, hear, and applause.) Here I ought to mention that one or two gentlemen who are well known to you would have been here among you, but one is sick and another has suffered a family bereavement, and others have other weighty reasons for their absence; but I am satisfied that, though our numbers may thus have suffered a diminution, there is no falling off in good feeling or good fellowship regarding our guest. (Applause.) Gentlemen, there is one point upon which I would speak, as it is possible a misunderstanding exists about it out of doors. This is not a party meeting. (Cheers.) We are not met here to discuss party questions, whether relating to the Deccan, the Concan, or this side or that side of the Ghauts. (Cheers.) We are met, conjointly and civilly as they say in Scotch law, simply to express our personal regard for Mr. Maclean, and particularly to express our high estimation of him as a private friend, as many of us know him, as a citizen, and as a journalist—(cheers)—in all of which capacities he has done great honour and service to Bombay. (Cheers.) As a friend, I would not say to his face all that I think of him; but, as a citizen, I would speak of him. He has been always, so to speak, in the presence of numbers and always in the light of day. We can all note what he has done and what he is doing; and I should say you will admit that, though he was under no obligation to give so much of his valuable time to the public, he has, in the most disinterested spirit, done conspicuous services to this community. (Cheers.) As a journalist, I think his career has been singularly successful. It is not necessary that we should all subscribe to every article he has written—and he has written more than Thirty-Nine—(laughter)—but we still must admire them. The fact is that although one is very much pleased with Socrates, with Plato, and a good many more like them, a live man like Mr. Maclean is often worth more than a dead Socrates. (Laughter and applause.) To tell you the truth, though I come from a country where we are taught a little Latin and less Greek, and though I have learned something about Socrates and Plato, yet I prefer to them a good column of Maclean's in the *Bombay Gazette*. (Laughter.) For one thing, it is much more intelligible—(laughter)—much more to the point for the day—and after you have read it, and have gone through the other business which daily diverts your thoughts, you may feel contented and come to the conclusion that upon the whole one may sleep soundly without either Socrates or Plato. (Laughter.) I may tell you something which has distinguished Mr. Maclean's career as a journalist in Bombay, and that is that he has asserted proudly—not arrogantly, remember—the principle which I cannot call by any other name than the dominance of the English race in this country. (Cheers.) I do not know whether he has carried his head too high, but I say that in that peculiar feature of his writings, from which there has been no divergence, no inconsistency, he has done honour as well as service to the great English nation. (Cheers.) Although I occupy a place where I ought not to speak with disrespect of any class of Her Majesty's subjects, yet I have no hesitation in saying—and I do not care how far my words may go—that Mr. Maclean deserves honour for his continuous assertion, without any supererogation, without any pretence of want of consideration of what is due to the people of this country, for the principle I will again call the predominance of the English race in India. (Cheers.) This is not at all inconsistent with proper respect for the natives, although a different opinion is held by Englishmen who appear at the East India Association and the Manchester Chamber of Commerce; but I do not think these gentlemen know what is due to the grand history and achievements of their country if they think that every Englishman who comes to India does so as a robber and plunderer of the people. (Hear, hear.) Why, the natives of this country did not know what good government was until they got it from the English people. (Hear, hear.) I do not know who Major Bell is, or Mr. Somjee Domjee, who preside and talk before these associations, but if they want to prove that all Englishmen are here to punch the heads of "niggers," they do an injustice to the English race—(cheers)—whose government here is the highest development of civilisation that ever arms carried into a country. (Cheers.) I do not know, gentlemen, that I should say so much—(cries of "go on")—but I daresay I am in some degree privileged as a sort of father of the *Bombay Gazette*, and grandfather of Mr. Maclean in the journalistic way. (Laughter.) You will bear with me, however, if I again allude to what I have said, and express my conviction that, regarding this peculiar development of Mr. Maclean's mind, he has asserted the Englishman's cause well and manfully, with a total disregard of vulgar prejudices, and with a determination not to subserve himself to any man whatsoever. (Cheers.) For that I honour him. (Applause.) I wish some one had been in this chair who could have spoken better in his praise. Gentlemen, I give you Mr. Maclean's health with all the honours. (Cheers.)

The toast was answered most enthusiastically, and a number of gentlemen gave Mr. Maclean's health in Highland style. After the cheers had subsided, and he had been a declared "a jolly good fellow" times without number,

Mr. Maclean, who was received with great enthusiasm, rose and said—Mr. Chairman and gentlemen,—I need hardly say that it is with very proud and grateful feelings, but at the same time not without some sense of embarrassment, that I rise to return thanks to you for one of the highest compliments which can be paid to a man by his fellow-townsmen. (Applause.) My task would be a much easier one if it were possible for me to say with a late distinguished Governor of this Presidency, that the dinner given to me is one merely given by social acquaintances, and that the compliment you have paid me this evening is not intended to convey any opinion approving of my public conduct during the number of years that I have lived in this city. (Applause.) But, gentlemen, though the Chairman has truly said that the meeting this evening is not intended to be one of a partisan character, it is a great satisfaction to me to know that you have come together this evening to pay me this compliment from a feeling that during all the years that I have been connected with the press of Bombay I have attempted to give expression to honest opinions in the newspapers I have conducted. (Hear, hear.) I am very well aware that among the many gentlemen whom I see round the table this evening there is hardly one who has not upon different occasions felt that he disapproved of some of the opinions I have expressed, and when some warm and zealous friends of mine came and told me that it was intended to give me a dinner in Bombay, my first feeling was that I should be very sorry indeed if that dinner were made the occasion of giving expression to any feelings of one sect or party of mea against another. (Hear, hear.) I should have regretted extremely if any particular act of my editorship here, or any set of articles upon any particular subject, had been chosen as a text upon which to descant before a meeting of my fellow-townsmen here; and it was only when I was told that the dinner was intended to be given to me in recognition of what subscribers believed to be my good intentions, at all events, as a journalist, during my stay here, that I said I thought it would be ungracious on my part if I were to refuse so honourable a compliment. (Cheers.) The presence of so many of you here this evening is in itself a sufficient proof that there is no partisan feeling in this demonstration—(hear, hear)—and I think that the speech of our chairman would in itself be sufficient to dispel any such feeling. (Hear, hear.) He has spoken of me very kindly, and I am very glad indeed that it has fallen to his lot to propose this health, because he has known me from the time I have had anything to do with newspapers, and he has known and watched anxiously every step of mine in Bombay, and although he says he has much to forgive me for, still I am very glad he is able to say he did well when he advised me to come to Bombay. For my part, I think he did well for me. (Applause.) I am very glad I came to India, and I think that all of us, whatever our lot may be in this country, must think it would be a great want in our lives had we never come out here to learn so much that is new, and above all to get that feeling which our Chairman gave such grand expression to, that England is not a little island in the Northern seas, but is a vast empire with greater conquests than Rome possessed, and has a nobler civilisation to advance than has fallen to the lot of any other imperial country. (Applause.) Gentlemen, I was saying that it was easy to see that there is no narrow feeling in the demonstration of to-night, and if you will allow me to speak of myself, as I, being the subject of this toast, may be permitted to do, I will say that in whatever dispute I have been engaged—and I have been often blamed for what people call personality—however personal I may have seemed to be in the course of my remarks, there has been no personal feeling in what I have said. (Applause.) It is not only quite possible but it is absolutely necessary that a journalist should know how to attack persons as well as measures. (Applause.) It is impossible for a journalist to do any good, in this world, where so many things are done by different men with different interests, if he does not come forward and challenge the conduct of men when he thinks they are wrong—(applause)—and I say it is possible to do this without cherishing either spite, envy, or uncharitableness towards those men—(cheers)—in short, it is perfectly possible for the journalist to be firm and outspoken without being in the least influenced by personal feeling. (Hear, hear.) This has been my experience. I have been told, and I know it, that in a small society like this it is extremely difficult to attack men in their public capacity and at the same time enjoy them as your friends in their private capacity. I have had bitter experience of the truth of this. I have been told by conspicuous men here that they cannot do this and that because it will offend men with whom they are intimate. Gentlemen, I may say, because I think I have as many friends as any man in this place, has any man more reason to put in that plea than I have?—has any man more reason to fear that in supporting his opinion upon this or that matter he will lose old and intimate and valued friends? I say there is no man who can put forward that plea more strongly than myself, but I say also that I should consider myself disgraced as a journalist if in consideration of the value I set upon the friendship of these men, many of them men whose friendship I would covet most, I should set aside all opinions of public duty, and I should consider that I was acting unfairly to the public if I refrained from speaking out my opinions. (Applause.

JUDGMENT OF THE HIGH COURT IN A CASE OF CONSIDERABLE INTEREST TO THE KHOJA COMMUNITY.

GANGBAEE, WIDOW OF NOOR MAHOMED DATOOBHOY v. AHMEDBHOY HUBIBHOY, RAHIMOOBHOY HUBIBHOY & OTHERS.

This case was tried in the year 1870 by Mr. Justice Green, then acting Judge of the High Court, who decided on all points in favour of the defendants in an elaborate judgment which was fully re ported in our issue of the 24th of June 1871. The plaintiff appealed against the said judgment, and the appeal was heard before their Lordships, the Chief Justice and Sir Charles Sargent, in the latter end of January and beginning of February last. The hearing lasted in all eight days, Messrs. Anstey and Starling, instructed by Messrs. Macfarlane and Skipsey, appearing for the appellant Gangbaee ; and Messrs. White (Advocate-General) and Scoble, instructed by Messrs. Manisty and Fletcher, for both the respondents.

The following is their Lordships' judgment, which was delivered by Sir Charles Sargent some days ago :—

SIR CHARLES SARGENT said—The proceedings in this suit arise out of a mortgage deed, dated the 30th September, 1867, executed by the plaintiff as mortgagor in favour of the second defendant Rahimbhoy Hubibhoy to secure a judgment debt of Rs. 59,575, recovered against the plaintiff by the said defendant. It results, however, from the evidence and indeed was admitted by counsel for the two first defendants that the judgment debt was a debt due to the partnership of Ahmedbhoy Hubibhoy, of which the two first defendants were partners, that the mortgage was negotiated by and with both the partners and was taken in the name of Rahimbhoy for and on behalf of the partnership. The plaint alleges that a house and land in Shamjee Hassajee Street, part of the mortgaged premises, were sold to the third defendant Tharabhoy Topun, on the 25th August 1869, with the consent of the defendant Rahimbhoy on the understanding that the purchase money should be applied in satisfaction (so far as it would go) of the mortgage debt. That owing to the defaults of the defendants Ahmedbhoy and Rahimbhoy, the plaintiff had been unable to complete the purchase and had thereby been put to great pecuniary charges and liabilities, and lost the interest on the purchase money of the said property. It further alleges that Rs. 53,000 were paid to the defendant, Ahmedbhoy on the 20th October 1869, towards satisfaction of the principal and interest then due on the mortgage, and that there were then dueRs. 25,274-15, on the said mortgage, the tender of which had been refused by the mortgagees. On the plaint coming on for hearing it appeared that the conduct of sale had in the meantime been rescinded by mutual arrangement between the plaintiff and third defendant, and the third defendant was accordingly dismissed from the suit, and the suit became excusively one for redemption). And lastly, alleging that the purchaser Tharabhoy Topun was still ready to complete the purchase of the premises in Shamjee Hassajee Street, it prays that the defendants, the mortgagees, or one of them may be ordered to join in a conveyance of the property to the purchaser on payment of the residue of the purchase money. That the defendants Ahmedbhoy and Rahimbhoy may be decreed to be jointly and severally liable for the losses and damages sustained by the plaintiff by reason of such default, and that the plaintiff may be declared entitled to redeem the mortgaged premises, and that the accounts may be taken (if necessary and not otherwise) with a view to such redemption, and that in taking such accounts the plaintiff may be allowed in respect of the payments, liabilities, and losses with which the two first defendants are charged. The facts of the case have been set out so fully in the elaborate judgment of the Court below, that we do not think it necessary to repeat them except so far as is essential for the purposes of the present judgment. The first question between the parties relating to the sale of the premises in Shamjee Hassajee Street is raised by the 1st and 5th issues. Those issues were—1st. "Whether the 1st and 2nd defendants Ahmedbhoy Hubibhoy and Rahimbhoy Hubibhoy or either of them agreed to the sale of the house and premises in Shamjee Hassajee Street as in the plaint alleged. 5th. Whether the defendants or either of them gave any consent to the sale of the house and premises in the 1st issue mentioned except on the understanding and condision that the whole amount due on the mortgage in the 2nd issue mentioned for principal and interest should be paid to them at once. Now the plaintiff's account of the circumstances under which the sale of the premises in question took place, or rather to speak more accurately that of her son, Fazool, and the other witnesses, is that the defendants had been pressing the plaintiff for payment of the mortgage. That conversations had from time to time taken place between them in which Fazool had proposed that the premises in question should be sold and the purchase money applied towards payment of the mortgage debt. That the defendants expressed their unwillingness to exercise their power of sale on the plea that it would have a bad appearance in the caste, but consented to the plaintiff doing so herself. That she accordingly advertised the property for sale, the first advertisement containing no mention of its being with theconsent of the mortgagees. That these words were introduced into the subsequent advertisements at the express desire of the mortgagees, who thought the absence of those words would prevent the premises realizing so good a price. That the defendant Rahimbhoy was present at the sale at different periods of the auction, and on its termination congratulated Mr. Crawford, the auctioneer, on the price obtained for it. Now as to the circumstances which preceded the first advertisment of the property for sale, this statement is not contradicted by the defendants, but Ahmedbhoy admits he used to press Fazool for payment, and confines himself to saying that Fazool came occasionally to speak with him, but that he was not aware of his intention to sell until he saw the advertisement. This statement is quite consistent with the alleged conversations. Rahimbhoy, it is true, says that Fazool did not come to him to talk about selling the property, but it is to be remarked that Fazool speaks exclusively of conversations at Ahmedbhoy's house, and those too with Ahmedbhoy on the subject of selling the property, although he says Rahimbhoy was present on one or two occasions. Reading this evidence by the light which the probabilities of the case throw on it, we can entertain no doubt communications had taken place between the parties in which one or both of the defendants had at least expressed his or their willingness that the plaintiff should sell the premises, although it may be that they knew nothing of her intention to sell until the advertisement appeared. The advertisement having, as Ahmedbhoy tells us, been seen by him in the *Times of India* newspaper, he would appear to have communicated with Rahimbhoy on the subject, he doesn't say with what precise object. "I sent Rahimbhoy word that steps should be taken in this matter." From that time by his own account he took no further part in it—he admits, however, that he became aware of the introduction of the words "with consent of the mortgagees" in the subsequent advertisements, and he tells us that he came to know on the day of the auction on his return from office to his house (which was at no great distance from Gangbai's) that the sale had taken place ; he does not say that he expressed any surprise, or that he treated it otherwise than as a matter of course. Rahimbhoy also says that he took in the *Times of India*, that he saw the first advertisement, and nowhere denies that he saw the subsequent advertisements with the additional words. Fazool says that the words were inserted by the desire of Ahmed, and the circumstance that they did not appear in the first advertisement and did appear subsequently with the knowledge of defendants and without any complaint on their part, leads irresistibly to the inference that something had taken place between Fazool and one or both of the defendants which led to those words being inserted, whether that was an expression of wish on their part, as Fazool alleges, that it should be done, or of consent in general terms to the sale, suggesting to Fazool himself the advisability of their introduction. Looking at the evidence then up to this point, it would appear to establish unequivocally consent on the part of the defendants to the sale. Rahimbhoy, however, has given the particulars of a conversation which, he says, he had with Fazool on the subject in consequence, it may be supposed, of Ahmed drawing his attention to the advertisement. As the previous communications according to Fazool had been with Ahmed, it may be that Rahim, owing to the bad terms the brothers had been on, was ignorant of them, and may have felt real surprise at the premises being put up for sale. According to Fazool their surprise was at his having advertised the property without mentioning it was with their consent. However this may be, he says :—(reads his evidence), and the circumstance that the words were introduced with their knowledge affords strong corroboration of this statement. Now this evidence, to say the least, is very disjointed and inconsistent. That this was so, was felt by counsel for the defendants, and they urged as an explanation of it that it was the witness's first appearance in the witness box. Whether or no it may have been his first appearance as a witness, Rahimbhoy is a keen man of business, and as a matter of general notoriety has been much engaged in litigation, and we cannot accept the explanation as a satisfactory one. Now if this evidence is to be read as alleging that Fazool said he did not intend a real sale, but only an experimental one with a view to raising money on it by mortgage, we think that the *apriori* improbabilities, the conduct of the defendants, as well as the surrounding circumstances of the case render that story undeserving of credit. It appears to us to be contrary to all probability that Fazool should have intended to put his mother to the expenses attending an auction (including advertising and commission) for the sole purpose of ascertaining the value of the property with a view to a mortgage. It would be a strange proceeding in any one, and certainly not less so in a native. Again Ahmedbhoy, it is to be remarked, is silent as to Fazool having any other object in view than selling. Throughout his evidence he speaks only of Fazool's intention to sell. "I don't recollect," he says "when I first heard of the intention of Fazool to sell. I first knew of it by seeing an advertisement in the *Times of India* and in a Gujerati paper. It first stood without saying it was by consent of mortgagees, then there was a change and these words were inserted." Now his seeing this advertisement led to his drawing the attention of Rahimbhoy to it, which resulted in the alleged interview between Rahim and Fazool. Now Ahmedbhoy says he received a communication from Rahimbhoy in reply, but can't recollect what the answer was, and yet if that answer had been that no real sale was intended by Fazool, is it credible that Ahmedbhoy should not remember an explanation of so peculiar a character ? Again, how is Rahimbhoy's conduct on the day of sale to be reconciled with his being under that impression. We find him by his own admission interesting himself in the sale. He says, "I went to the place of the sale to make enquiries who were there and about the house ;" he is informed that the house had been sold for Rs. 47,000, and congratulated Mr. Crawford, the auctioneer, on the result of the auction, and all this takes place without his expressing one word of surprise either to Fazool or any one else that the property had been actually sold. Again the circumstance, which is admitted by Rahimbhoy of his being earnestly pressed by Fazool to make a higher bid than Tharabhoy's of Rs. 47,000, points to a real sale being intended, and not merely an experimental one, for in the latter case the exact price to which it was run up would have been but of trifling importance, and could not justify Fazool's extreme earnestness on the subject as described by Rahimbhoy. Again, had only an experimental sale been intended, it is scarcely probable that Mr. Crawford would not have been informed of it, or not have observed something which would have led him to think so, and yet Mr. Crawford tells us he observed nothing. Lastly, we should certainly expect to find some allusion to it in the letter of 6th September 1869, and not a simple denial of consent. But it may be, and we think that it is the fair conclusion from the whole of his evidence, that Rahimbhoy intended to say that Fazool gave him to understand that his object in advertising the property for sale was to ascertain its value, and also to sell if a good price could be obtained, in other words to sell ; but that if he should fail in getting the price he wanted, he would at least have a clue to its value. Whatever construction be put on Rahimbhoy's evidence, the whole of the evidence in the case clearly establishes to our minds that the defendants knew plaintiff intended to sell at least if she got a good price, and that they were cognizant of all that she, or rather her son Fazool, did towards carrying out the sale from first to last, and that Rahimbhoy, the more active of the two partners, at least in the matter of the mortgage, expressed himself to Mr. Crawford as a man would only do who had a direct interest in a good price being obtained, and that the only conclusion which can be properly drawn from those facts, as to which we think the evidence is perfectly clear, is that the defendants consented to the sale ; nor are we able to find any evidence to support the contention that the consent was qualified and conditional, the question which is raised by the 5th issue. Now, neither of the defendants alleges that any thing had been said about payment in full, or that the question had been raised before the property was advertised for sale. Nothing according to Rahimbhoy was said about it at his interview with Fazool after the first advertisement, nor at any time before the sale. Rahimbhoy indeed says that Fazool used to tell him he would pay the whole amount at once, but he is clearly, from the context, then referring to a period subsequent to the sale when the question had doubtless been raised and plaintiff had been paid or was expecting to be paid her money out of court. The evidence of Hoossein Noor Mahomed (which, by-the-bye, is denied by Rahimbhoy) appears to us to amount to nothing more than that Fazool stated his mother was expecting a large sum to be paid to her out of court, and Fazool also states that he told the defendants shortly before the sale that he would pay it to them when he received it, but he also says that he did not know when the money would be paid out of Court, or what its amount would be. These statements do not appear to us to shew that the payment of the mortgage debt at once by the purchase money of the property (if sold) and the money to be paid out of the Court, had ever been in the contemplation of the parties. Nor do the defendants allege that such was the case. Indeed, Rahimbhoy says he has no recollection of anything of the sort being said by Fazool. On the whole we think that the evidence completely fails to establish that there was any understanding, express or otherwise, between the parties that the mortgagees were to be paid at once. Further we think that there were no circumstances from which Fazool could fairly have supposed that the mortgagees intended to insist on their strict rights. We have already stated that the fair conclusion from the evidence and the probabilities of the case is, that the mortgagees expressed their willingness that the plaintiff should sell. It was no extravagant supposition that they intended by that that they would join in the conveyance independently of the question of payment of the entire mortgage, and it is difficult to believe that Fazool could have made the alterations in the advertisements and proceeded to sell the property with all the liabilities which such a contract implied, had he supposed that the defendants intended to insist on their strict rights, for although the plaintiff was expecting money it was not known when, and as a matter of fact it was not paid until a month after the time fixed for completion of the sale. There is also another view of this evidence which, in our opinion, is equally, if not more, fatal to the defendant's case. If it should be thought that the evidence only establishes that, knowing the plaintiff intended to sell, the defendants simply stood by and acquiesced, it was clearly, we think, under the circumstances which have been already discussed, such an acquiescence as, in the words of Lord Campbell in Cairncross v. Lorimer, 7 Jur., N. S., induced the belief that they consented to the sale. If they consented to sale holding their peace as to their determination to be paid in full before co-operating in the completion of the sale, they did so under circumstances which, in our opinion, as Lord Cramworth says in Cross v. General Reversion and Investment Company 3 Debt, M. and G. 698, estop them from saying they are not bound to act as if they had been parties to the contract. The learned judge in the court below seems to have arrived principally at his conclusion on the ground that he could discover no motive for the defendants denying immediately after the sale that they had consented, if they had not done so, and that he saw no reason to disbelieve the defendants and their witnesses rather than the plaintiff and her witnesses and that as the onus of proof lay on her the case must be decided against her. But it is quite possible that the defendants may have heard in the meantime that the money was on the eve of being paid out of Court, and so wished to ensure payment of it to themselves. Again no doubt the onus of proving the defendants' consent to the sale did lie originally on her, but when certain facts were satisfactorily established which pointed *prima facie* to consent simple and unqualified, the onus rather lay upon the defendants of rebutting the inference from those facts, and we think that they have failed in doing so. If that be so, it is plain that the defendants were not justified as between themselves and the plaintiff in refusing to comply with the purchaser's letter of the 8th October 1869, by which he asked for an attested copy of the mortgage and a covenant to produce the original, and must be held responsible for the consequence of such refusal. Now this refusalled to a suit for specific performance being brought by the purchaser against both the plaintiff and the two defendants in November 1869, and which was compromised on 28th March 1870 by private arrangement between the purchaser and plaintiff alone, and without the defendants having, so far as appears on the evidence, any notice of it. It was contended for the defendants that the plaintiff had no right to compromise the suit without first communicating with the defendants. This no doubt would be true under ordinary circumstances, the contracts having been, according to plaintiff's contention, virtually between herself, the defendants, and the purchaser ; but we think that after the repeated denial of the defendants of their being in any sense parties to the contract of sale as well as their refusal to give effect to that contract except upon their own terms, the plaintiff was justified in treating with the purchaser and making the best terms she could for herself. It was also said that the plaintiff might have retracted the rescission after receiving defendants' letter of the 5th November 1870, or rather on the 5th, but it appears from that letter that defendants only offered to complete on the terms of the purchase money being paid unto Court, a condition with which the purchaser was in no way bound to comply even if we could discover any reason why plaintiff should have moved any further after his past experience in the matter. Lastly, it was said that it did not appear that the purchaser was always ready and willing to complete. Now as to this, the conduct of the purchaser from first to last points to his willingness to complete. Indeed, Mr. White admitted he was the most complacent and willing of purchasers, and this coupled with the tender of Rs. 25,000 in February 1870, and the entire absence of anything to throw doubt on his ability, amply suffice in our opinion to show that he was throughout both ready and willing to complete his purchase. Now the sums for which the plaintiff became liable under the agreement of compromise of 18th March 1870 were Rs. 2,000 agreed to be paid in case of rescission of the contract, Rs. 540 for the rent of house which Gangbai took whilst Tharabhoy Topun occupied the family house, and Rs. 625 which he was obliged to pay for insuring the house, which it appears he was not in the habit of doing, and did in pursuance of the agreement, and the amount of plaintiff's taxed costs in the suit instituted against herself by Tharabhoy. These sums, we think, the plaintiff is entitled to recover from the defendants as expenses incurred in consequence of their default. Again, had the mortgagees been willing to carry out the sale to which *ex hypothesi* they had given their consent, there is no reason for supposing that the sale would not have been completed on the 25th September 1869 as provided by the conditions of sale, and the money paid to the mortgagees on that day. As far back as the 27th August, the purchaser had asked for an abstract of title so as to prepare the conveyance. As far back as the 2nd September the plaintiff had written to the defendants' solicitors to obtain that abstract, and it was on the 6th September that the defendants denied they had consented to the sale, and by such denial caused the subsequent correspondence and delay, and on the 14th September they positively refuse to part with the deeds unless the whole of the mortgage debt is paid. After that correspondence distinctly and unequivocally denying that they had consented to the contract, to require either the plaintiff or purchaser to take any further steps to complete their rights against the defendants would be inconsistent with reason or justice, and the strict rule of English law that a purchaser before bringing his action for breach of contract must tender a conveyance and his purchase money has no application to the present case, if indeed such a strict rule be applicable at all to dealings between natives. It was by defendants' default that the 47,000 rupees were not paid to the defendants, and equity, justice, and good conscience require that from the 25th September 1869 the Rs. 47,000 should be deemed to have been tendered to the mortgagees, and that interest should stop from that date on that sum or so much thereof as would remain after paying the arrears of interest then due on the mortgage to which as a matter of course it would be first appropriated. With respect to the payment of the alleged Rs. 53,000 to Ahmedbhoy on account of the mortgage, we agree with the learned judge in the Court below that the evidence does not establish satisfactorily that Ahmedbhoy received it on account of the mortgage. We adopt the comments of the learned Judge on the evidence, and will only add that probabilities are greatly against Rahimbhoy refusing to receive the money if he had been willing, as alleged by Fazool, that it should be paid on account. Nor is it likely that Fazool would have omitted in his alleged letter of 21st October 1869 to Rahimbhoy to allude to the circumstance that the payment to Ahmedbhoy had been made by his desire, when he asked him for a receipt for it, and the evidence of the independent witness, Merwanjee Rustomjee, whose manner impressed Mr. Justice Green favourably, as to the conduct of Fazool and Ahmedboy on the occasion when the money is said to have been paid, tallies far better with the statement of the latter than that of the former. Assuming, however, that the Rs. 53,000 were not accepted by Ahmedboy on account of the mortgage, they must upon the evidence at least be taken to have been deposited with him for the reason which he alleges, namely, until Fazool could settle with Rahimboy. Ahmedbhoy says "I thought I was to hold it until Fazool could settle with Rahim." There is not a tittle of evidence that Fazool meant of its being applied towards payment of any other account. Now Fazool after communicating with Rahimbhoy and receiving a letter of 28th October, in which he refuses to give him a receipt for the money, writes to Ahmedbhoy on the 30th October asking for an explanation of the matter. Whatever misunderstanding there may have been when the money was paid to Ahmed, from that time at least Ahmed knew that Fazoo intended the money should be appropriated to the mortgage, and if he was unwilling to appropriate it in that manner, he should have offered to return it, for it is not suggested by Ahmed in evidence nor by counsel in argument that he had any right to appropriate it to any other purpose. Instead of this on the 6th November 1869, Ahmedbhoy writes to Fazool denying that he had ever received it on account of the mortgage, but as a deposit on his and Gangbai's account, and telling him that he might have it back subject to a deduction for what was due to him on the account of the plaintiff and Fazool in his books. It is plain, therefore, that he refused to appropriate it as plaintiff wished, and at the same time refused to restore it except upon the condition of deducting what was due on a perfectly distinct account—a condition he clearly had no right to impose, having received it, as he says, on deposit until Fazool could settle with Rahimbhoy. He must be, therefore, taken as alike refusing to appropriate it to the mortgage debt as to restore it. In our opinion such conduct was quite unjustifiable, and the Rs. 53,000 must from the date of that letter be deemed as appropriated to the purpose for which Fazool says he intended it should be from the first, and most certainly always insisted it should be deemed to be appropriated. It is true that on the 9th February 1870 Gangbai asks for repayment of Rupees 53,000 ; but such demand is without prejudice to her right to have it considered as paid on account of the mortgage. In other words she says, pay me unless you are willing to treat the money as paid on account of the mortgage. To this Ahmed replies by refusal to do one or the other, except upon a condition which it is admitted was unwise. Nor do we think that the part which Fazool took in the execution of the judgment which Cooverjee Hormusjee Baba had recovered against Gangbai, proves anything more than that he was anxious his mother should utilize the moneys in Ahmedbhoy's hands, always supposing that the latter refused to appropriate them to the mortgage. The course he took was not inconsistent with his contention that they should be so regarded, but only with the supposition that Ahmedbhoy treated them as such. But it was said that Rahimbhoy was not bound by the acts of Ahmedbhoy. This was admitted to be a partnership transaction, and as such a payment on account of it to one partner was a payment binding the firm. Nor would it be less so because the partnership was in process of winding up. (Lindley, Vol. I., p. 279, and the cases there cited.) That this would be so if the mortgage had been taken in the name of the firm was, we think, not denied by counsel for defendants, but it was said that as the mortgage was in the name of Rahimbhoy alone, the rule would be otherwise. It was said that circumstance was notice to the mortgagor that he was only to deal with the person in whose name the mortgage was taken. However that might be in England under certain circumstances, we are clearly of opinion that it could not have that effect in India or in the circumstances of the present case. "Benamee" transactions are of such every-day occurrences in the country, and adopted from such varied motive that no inference can be drawn from that circumstance such as is sought to be drawn in the present case. (The mortgage deed was, we are told, deposited in the safe belonging to the firm, and continued so down to the end of 1869.) And the history of this case from first to last shows that both Ahmedbhoy and Rahimbhoy (although it may be in different degrees and at different epochs) negociated the mortgage and managed the mortgage business. Again Rahimbhoy himself in his letter of 29th October 1869 doesn't dispute Ahmedbhoy's right to receive the Rs. 53,000, but alleges simply that it had not as a fact been received on account of the mortgage. It is true that in his letter of the 16th February 1870 he argues that his brother was not entitled to receive it. But the brothers were then, as Rahimbhoy admits, on very bad terms, and he had himself left his brother's house and carried away the mortgage deed and vouchers. To allow these differences to prejudice the mortgagor, whose dealings had been throughout with both mortgagees, would be to make the mortgagor a mere shuttlecock to be tossed from one to the other of the mortgagees. It remains to consider the effect of the tender of Rs. 25,277-9-10 made by the purchaser at the request of the plaintiff on 22nd February 1870. With respect to this we think that as the mortgagees did not at the time as shown by the correspondence insist on the six months' notice, but only on payment of what was due, the question whether the tender was a good one must be determined independently of the strict right of the mortgagees to receive six months' notice. An account must be taken of the principal and interest on the mortgage up to 22nd February 1870, and that plaintiff must have credit for the interest on the balance of Rs. 47,000 (after deducting the arrears of interest up to 25th September 1869) from that date, and also for Rs. 53,000 and interest from 6th November 1869, and further for the sums of Rs. 2,000, Rs. 540, and Rs. 625, and costs of the parties in the Court below to abide the result of the account. It must, therefore, be referred to the Commissioner for taking accounts to take an account of the mortgage on the principles laid down in this judgment. And we further pass judgment for the plaintiff for the sums of Rs. 2,000, Rs. 550, and Rs. 625, and the amount of plaintiff's bill of costs as shown by exhibit A. 52, when the same shall have been taxed. Liberty to apply. Costs reserved.

DR. DE JONGH'S LIGHT BROWN COD LIVER OIL.—This celebrated Oil is palatable, improves the functions, of digestion and assimilation, and is borne with facility by stomachs which are disturbed by other varieties. Dr. Granville, F.R.S., observes : "Dr. de Jongh's Light-Brown Cod Liver Oil produces the desired effect in a shorter time than other kinds, and it does not cause the nausea and indigestion foo often consequent on the administration of the Pale Oil." Sold only in capsuled Imperial Half-pints, Pints, and Quarts, by all Chemists, Druggists and Storekeepers. Sole Consignees, Ansar, Harford, and Co., 77, Strand, London.

AMENDED PROGRAMME OF THE SURAT SKY RACE MEETING.

TO BE HELD ON THE 22ND AND 24TH AUGUST 1872.

COMMITTEE OF MANAGEMENT.—M. J. Shaw Stewart, Esq., C. S., President. Members.—Lt. Col. Thomson, H. M. 26th Regt. N. I. ; E. C. K. Ollivant, Esq., C. S. ; Mr. Jugjeevundas Khooshaldas ; Capt. Birdwood, Supt. of Police ; W. Clerke, Esq., C. E. ; Mr. Pestonjee Byramjee Eutee ; and A. S. Bulkley, Esq., Secretary.

FIRST DAY.

1ST RACE.—For all ponies 13.2½ and under. Catch weights over 9st 7lbs. ½ mile. Rs. 60 given. Entry Rs. 8.

2ND RACE.—For all galloways 14 hands and under. Catch weights over 10½st. Rs. 75 given. Entry Rs. 10. ¾ mile.

3RD RACE.—For all horses. Catch weights over 11st. Rs. 120 given. Entry Rs. 10 ¾ mile.

4TH RACE.—Hurdle Race. For all horses. Catch weights over 11st. Rs. 100 given. Entry Rs. 10. ¾ mile over 5 flights of hurdles 3½ feet high.

5TH RACE.—Chargers' Race. For all horses regularly ridden as chargers since 1st June. Catch weights over 11st. Rs. 75 given. Entry Rs. 8. ½ mile.

SECOND DAY.

1ST RACE.—For all horses the *bona fide* property of native gentlemen of Surat. To be ridden by natives. Catch weights over 9st. Rs. 60 given. Entry Rs. 8. ¾ mile.

2ND RACE.—Hurry Scurry. For sowars' horses. Catch weights. 3 prizes, Rs. 10, Rs. 6 and Rs. 4. ½ mile.

3RD RACE.—Handicap. Forced for all winners. ¾ mile. Rs. 100 given. Entry Rs. 10 H. F. Open to losers at Rs. 8 entry.

4TH RACE.—Handicap for all beaten horses. ¾ mile. Rs. 75 given. Entry Rs. 8.

5TH RACE.—Handicap for all ponies that have run. ½ mile. Rs. 60 given. Entry Rs. 7.

The above races are open to horses the *bona fide* property of residents of Guzerat on a date prior to the 15th July.

INDIAN ITEMS.

AN INCONVENIENT ORDER.—Thirty-seven years ago Colonel Fraser, the then Commissioner of Mysore, introduced an order prohibiting the slaughter of kine in the Coorg province of Mercara. This order is still in force, and is creating, we are told, some discontent among the European population, who have to procure their beef from Fraserpett, twenty miles off.—*Pioneer.*

NUMISMATOLOGY.—We noticed in our paper of the 1st June, at some length, the archæological discoveries of Mr. Broadley, C. S., in Behar. Amongst other things, he obtained a unique series of 37 silver coins (about half the weight of the rupee of our own times) belonging to the earliest kings of Bengal. We hear that Colonel Guthrie, the famous coin-collector, has offered, Rs. 1,200 for the set. We wonder when private individuals are ready and anxious to pay such large sum for treasures of this kind, the Government of India has not come forward, and purchased the unrivalled collection of Buddhistic sculpture which has cost Mr. Broadley so much money and labour.—*Bengal Times.*

RETURN OF MR. J. C. BACHELOR—Mr. J. C. Bachelor, the Traffic Manager of the East India Railway Line, has returned from leave, and on the 13th instant resumed charge of his office.—*Englishman*, July 17.

THE new cane bridge over the Balasan, at the foot of the Darjeeling hills, has, the local paper informs us, been swept away, and communication with part of the Terai cut off in consequence. The bridges at Garidura and the Rakti have also been washed away. They will all be rebuilt after the rains.—*Ibid.*

CHOLERA IN THE DARJEELING TERAI.—As the cholera still continues in some plantations of the Darjeeling Terai, and has gradually crept up as high as Gumpahar, the military authorities have thought it advisable to cut off all communication between Jellapahar and the direction from which the disease is advancing, and have established a *cordon sanitaire.* —*Ibid.*

DEATH FROM SNAKE BITE.—A native woman, residing at Chitlah, was bitten by a snake last Saturday night while asleep on the floor of her house, and died within half an hour. She was twice bitten on the thigh before she woke up, and it was only when she felt a burning sensation about the wounds that she woke and received a third bite on her arm. A *coberej* was immediately sent for, and did his best to save her, but failed.—*Ibid.*

MAX MULLER'S RIG-VEDA, &c.—From *Trubner's American and Oriental Literary Record*, we learn that the fifth volume of Professor Max Muller's great edition of the Rig-Veda, Pada and Sanhita Texts, with the Commentary of Sayana, is now ready. It contains, besides, the first half of a glossary to the Rig-Veda. The octavo edition of the Sanhita and Pada Texts of the Rig-Veda has also made considerable progress, and the publication may be looked forward to in the autumn of this year. It will be issued in three forms, the first containing the two texts in juxtaposition, in four volumes ; the second, the separate edition of the Sanhita Text, in two volumes ; and the third, a separate edition of the Pada Text, in two volumes.—*Englishman.*

THE CAR OF JUGGERNATH—A MAN MANGLED.—On Monday last this festival was celebrated at Maresh. The car of Juggernauth was dragged home by a large number of people. While it was being drawn two persons accidentally fell under its wheels,—one was mangled to pieces, and the other had his right leg from the thigh completely cut off. Mr. Boxwell, Joint-Magistrate of Serampore, who was present, and personally assisted the police in preserving order, had them both removed to the Serampore Hospital. The concourse of people was estimated at fifty thousand. Fortunately a large body of the Government Railway Police were present and preserved order at the Serampore station. Special trains had to be run to and from Serampore.—*Ibid.*

A CRUEL WIFE.—Last Sunday evening, on arrival of the loop-line passenger train at Howrah, an old man of the Southgope caste was brought out of a third-class carriage in a dying and emaciated condition, apparently suffering from some chronic disease. The Government Railway Police discovering that he was accompanied by a woman who was also in the same train, told her to convey him to the hospital. The woman succeeded in bringing him out as far as the gate of the station, and leaving him there, she was making her way towards the ghat, alleging that as he would not survive, there was no necessity for her to remain with him any longer. The unfortunate man then informed the Police that the woman was his lawful wife. This she denied, but subsequently admitted, saying that as he would in a very few hours die, which would compel her to spend money on his funeral pile, she went away, leaving him lying in the street. The Police then had the man conveyed in a palkee to the Howrah Hospital.

HOW CHOLERA CAN BE SPREAD.—The Allahabad correspondent of the *Delhi Gazette*, writing on the 14th inst., says—The prevalence of cholera in St. Peter's school appears from the *Delhi Gazette* of the 13th instant to have been very serious, but no less serious has been the result of the indiscriminate and negligent manner in which some of the boys were despatched to their homes. Six were put into the railway train for Allahabad, and each had a rupee given to him for "road expenses ; "no one accompanied them, not even a native servant, nor were the parents informed of their departure as they could easily have been by telegraph, and the result was that whenever they felt hungry on the journey the boys indulged freely in the vile sweet meat which is hawked about at every station and drank largely of the filthy water which bhestees supply to passengers ; they reached Allahabad late at night; one of them took ill at the station, and but for the kindness of some one at the railway platform, the whole of them would have had to find their way to their homes in the best manner they could on a dark rainy night. Two died the next day, and two the following day, one was attacked, but narrowly escaped death ; of the sixth I know nothing.

SELLING ADULTERATED MILK—Dr. Tonnerre, the Health Officer of Calcutta, having charged a seller of milk, under sections 272 and 273 of the Penal Code, with selling milk unfit for food by reason of being adulterated with 75 per cent. of water, evidence was gone into at the Calcutta Police Court at length on three days, and the following judgment was delivered by the Magistrate on Saturday. The only question is, whether the milk is, within the meaning of sections 272-3, noxious or unfit for food. It is quite clear that it would not be so in a positive and general sense, nor to an adult in ordinary health ; it might (and probably would) be injurious to a child or sick person, that is, in special cases. If the accused were supplying milk in such a case, and knowingly diluted the milk not withstanding, I might hold him guilty of the offence under section 273 ; but as in this particular case there is no evidence of the milk being intended for an invalid or a child (in fact, it is said to be for Babu Hiralal Sil), and as the milk would not, in perhaps 99 cases out of a hundred, be noxious or unfit for food in its results, I do not think I can punish the accused as for an offence against the public health. He may have cheated his customer, but he had no knowledge or intention of the kind required by the sections referred to. I may add that my opinion is fortified by that of Mr. Maine in his Penal Code.

Accused discharged.

THE TRIPUTTY HILL TRAGEDY.

WE learn that the bodies of the two prisoners who plunged into a tank while on their way up the Triputty Hill have been found, and that an enquiry into the affair is being held on the Hill. This of course fully disposes of the suspicion that the men had made their escape by other means than suicide ; but the suspicion was very natural when the bodies remained 48 hours unfound in the waters of a pagoda tank. Meanwhile, the European officers have to account for having delegated such a duty as the guarding of an important prisoner entirely to native policemen, and the latter will have to be called to account for the carelessness that enabled the prisoners to break away from the escort.—*Madras Mail*, July 17.

THE CAMP OF EXERCISE.

(Civil and Military Gazette.)

WE have heard with regret that the proposal to form the next Camp of Exercise at Hussun Abdul has met with some opposition in the Council Chamber on the score of expense. We are not aware whether any other grounds of objection have been urged against the locality chosen by the Commander-in-Chief, but we are of opinion that it will be a matter for lasting regret if the pitiful phantom of "expense" leads to the abandonment of Lord Napier's project, which is at once statesmanlike and soldierly.

As our readers are aware, Hussun Abdul is sufficiently close to the Frontier to impart a political significance to any gathering there ; so that the proposed assemblage of troops was calculated not only to carry conviction of our strength and resources to neighbouring Frontier tribes but to spread far beyond British border, an abiding appreciation of our position and power amongst the warlike people who skirt our territories. There are few who will deny that our North-West frontier, above all others, is the one where permanent and forcible convictions of our resources are most needed, and if the opportunity for driving home this belief is lost, a gigantic political blunder will assuredly lie at the door of those who oppose the scheme. If necessary, reasons more conspicuous even than this, might be found in the plea urged by Lord Napier when submitting his scheme to Government. It was then briefly said that one of the reasons which had led to the choice of Hussun Abdul, was the facility afforded for associating the Punjab Frontier Force with the British Army, and although the many issues involved in this seemingly quiet little proposal are not very apparent at first, still it needs but little reflection to show how desirable and statesmanlike such a measure really is.

These Punjab regiments are altogether isolated in their Frontier towns ; they rarely, if ever, come in contact with European settlements, and the men of which they are composed, have necessarily but dim and misty conceptions of the great power which rumour assures them lies beyond, but of which, except from tradition, they know little or nothing. Is it astonishing then that these men who virtually hold the gates of India in their grasp, and who pass away their lives in those remote settlements, should be victims to the belief that they are an enormous element of strength, and that on their attitude and loyalty our security mainly rests. Holding as they do the keys of India, and being but feebly conscious of British power and character which constitute so formidable a rampart behind them, it is scarcely surprising that these soldiers should regard themselves, and be regarded by the surrounding tribes, as the back-bone of the country, and an indispensible auxiliary. If troubles ever arise in the Punjab, it may safely be predicted that these carefully trained Frontier soldiers will be amongst the most turbulent and most desperate foes we shall have to encounter, unless some measures are adopted for the timely administering of an "Eye-opener."

Lord Napier's proposed to associate the Punjab Frontier Force with the gathering at Hussun Abdul would have achieved this end most effectually : not only would it have furnished to these soldiers ample proof of their own insignificance both in numbers and equipment, but it would have terminated in many a revelation which, disabusing their minds of self-confidence for good, would have produced in its stead a feeling of dependence and helplessness, as much calculated to disarm and silence them for years as an actual defeat. This feeling, when well grounded, is really the most we can look for in allies whose sympathies and instincts cannot but be at variance with our own. Gauged therefore by the substantial political advantages which must be sacrificed by the abandonment of Lord Napier's proposition, we cannot help hoping that the nightmare of expense will receive barely more than a moment's passing consideration.

MARAVILLA COCOA.—Opinions of the Press.—"Those who have not yet tried Maravilla will do well to do so."—*Morning Post.* "It may justly be called the perfection of prepared Cocoa."—*British Mechanic's Journal.*

MARAVILLA COCOA.—The *Globe* says, "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supersedes every other Cocoa in the market. Entire solubility, a delicate aroma, and a rare concentration of the purest elements of nutrition, distinguish the Maravilla Cocoa above all others. For Invalids and Dyspeptics, we could not recommend a more agreeable or valuable beverage."

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